



**DEPARTMENT OF HEALTH
NORTH WEST PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA**

HOSPITAL REVITALISATION PROGRAMME

CONTRACT NO: NWDoh/PS/06/18

**REPAIRS AND RENOVATION WORKS TO ICU UNIT
AT JOB SHIMANKANE TABANE HOSPITAL**

PART A: BUILDING WORKS (this document)

PART B: ELECTRICAL INSTALLATION (separate document attached)

PART C: MECHANICAL INSTALLATION (separate document attached)

PART D: ICT INSTALLATION (separate document attached)

PART E: FIRE INSTALLATION (separate document attached)

NAME OF TENDERER :

TENDER SUM :

ISSUED BY:

**THE HEAD OF DEPARTMENT
DEPARTMENT OF HEALTH
PRIVATE BAG X2068
MMABATHO
2735**

Tel: (018) 391 4239

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EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fulfilment

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REPAIRS AND RENOVATION WORKS
AT
JOB SHIMANKANE TABANE HOSPITAL, RUSTENBURG

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NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REPAIRS AND RENOVATION WORKS TO ICU UNIT AT JOB SHIMANKANE TABANE HOSPITAL, RUSTENBURG

T1.1 Tender Notice and Invitation to Tender

The Department of Health, North West Provincial Government, invites tenders for the Repairs and Renovation Works to ICU Unit at Job Shimankane Tabane Hospital, Rustenburg

Tenderers should have a CIDB contractor grading designation of **Grade 8 (Greater than R60 000 000.00 and less than or equal to R200 000 000.00) (CIDB grading for Electrical and Mechanical Installation to be included in the separate tender documents attached).**

Tenderers must be registered with the CIDB in a **(GB) General Building** class of construction works.

Preferences are offered to tenderers who have HDI/Disability/Youth Equity ownership and/or have an office in Northwest Province.

Preferences are offered to tenderers who tender contract participation goals in terms of SANS 1914-... in respect of **NOT APPLICABLE**

Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders

The physical address for **collection** of tender documents is the offices of the Supply Chain Management in:

Department of Health North West
New Office Park Building
Corner First Street and Sekame [Behind the Crossing Mall]
Mmabatho
2745

Contact: Mr Makhubu

Documents may be collected from Monday to Friday between 08:00 and 16:00 at the Department of Health North West, Ground Floor. Documents will be available from **(as per advert)**

A non-refundable tender deposit of R500.00 payable in cash or by bank guaranteed cheque made out in favor of the Department of Finance, North West Provincial Department, payable at the office where tender documents are collected between 07:45 and 16:00, is required on collection of the tender documents.

Queries relating to the issues of these documents may be addressed to: the Department of Health SCM Tel. 018 391-4239/4043

Queries relating to the technical issue of these documents may be addressed to the Department of Health Mr Albert Bogoshi, Chief Engineer: IDTS Tel. 018 391-4021 e-mail: abogoshi@nwpg.gov.za

A compulsory clarification meeting with representatives of the Employer will take place at Job Shimankane Tabane Hospital, Rustenburg on (as per advert) starting at (as per advert) hrs. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

The closing time for receipt of tenders is (as per advert) on (as per advert).
Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REPAIRS AND RENOVATION WORKS TO ICU UNIT AT JOB SHIMANKANE TABANE HOSPITAL, RUSTENBURG

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

Clause number	Tender Data for PROJECT NUMBER: DoH/PS/017/11C
F.1.1	The employer is the Department of Health, North West Provincial Government
F.1.2	The tender documents issued by the employer comprises: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4 Site information
F.1.4	The employer's agent is: Name: Mr Albert Bogoshi, Chief Engineer: IDTS Address: DEPARTMENT OF HEALTH, PRIVATE BAG X2068, MMABATHO, 2735 Tel: 018 391-4021 Fax: E-mail: abogoshi@nwpg.gov.za
F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a Grade 8 (Greater than R60 000 000.00 and less than or equal to R200 000 000.00) (CIDB grading for Electrical and Mechanical Installation to be included in the separate tender documents attached) class of construction work.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **Grade 8 (Greater than R60 000 000.00 and less than or equal to R200 000 000.00) (CIBD grading for Electrical and Mechanical Installation to be included in the separate tender documents attached)** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **(GB) General Building** class of construction work.

F.2.7 A compulsory site inspection with representatives of the Employer will take place at **Job Shimankane Tabane Hospital, Rustenburg** on **(as per advert)** at **(as per advert)** hrs. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 No alternative tender offers will be considered

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as one original (i.e. no copies should be submitted).

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

F.2.15.1

Location of tender box: Physical address:-

Department of Health North West
New Office Park Building
Corner First Street and Sekame [Behind the Crossing Mall]
Mmabatho
2745

Identification details:

Project nr: DoH/PS/017/11C

Title: Repairs and Renovation Works to ICU Unit at Job Shimankane Tabane Hospital, Rustenburg

Closing date: (as per advert)

Closing time: (as per advert)

Postal address: Private Bag X2068, Mmabatho, 2135

F.2.13 A two-envelope procedure will not be followed.

F.3.5

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is 90 days.

F.2.18 The tenderer is to submit the priced bill of quantities / activity schedules within 14 days of the date of the letter of acceptance of the offer from the Client.

F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of an **original valid** Tax Clearance Certificate issued by the South African Revenue Services.

Where a tenderer tenders through joint venture formation, such tenderers should include a notarized joint venture agreement duly signed by each partner.

F.3.4 Tenders will be opened immediately after the closing time.

- F3.13.1 Tender offers will only be accepted if:
- a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
 - b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
 - c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
 - e) has completed the Compulsory Supplier Questionnaire - Contractors and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

Annex: Standard Conditions of Tender

(As contained in ADDENDUM F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;

- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked —financial proposall and place the remaining returnable documents in an envelope marked —technical proposall. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as —SUBSTITUTEII.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:

- i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBEE contribution
- 3) Add the points scored for price and BBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

$$Ps = 80 (1 - (Pt - Pmin / Pmin))$$

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
 (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in

contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

$$Ps = 90 (1 - (Pt - Pmin / Pmin))$$

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + (P - P_m) / P_m)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (P - P_m) / P_m)$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

*where: S_Q is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data*

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and

c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate

- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

NORTH WEST PROVINCIAL GOVERNMENT
DEPARTMENT OF HEALTH
REPAIRS AND RENOVATION WORKS TO ICU UNIT
AT
JOB SHIMANKANE TABANE HOSPITAL, RUSTENBURG

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes (certified copies or originals of the following documents):

- Record of Addenda to Tender Documents
- Certificate of Attendance of Site Inspection
- Compulsory Enterprise Questionnaire
- Certificate of Authority for Signature
- Schedule of Plant and Equipment
- Schedule of Tenderer's Trade References
- Schedule of Tenderer's Experience
- Schedule of Subcontractors
- Key Personnel
- Preliminary Programme
- Proposed Amendments and Qualifications
- Joint Venture Agreement
- Certified copy of contractor registration for incorporation
- Tenderer's Financial Standing
- An original valid Tax Clearance Certificate issued by the South African Revenue Services
- Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, eg Letter of Good Standing
- Original CIDB Certificate
- Proof of residence in North West, eg registration for regional levies, rates and taxes, electricity or water account, etc, if a preference is claimed for being registered in the North West Province
- Proof of disability if preference claimed for disability equity ownership
- Contractor's Health and Safety Declaration
- Declaration of Interest

2. Other documents required only for tender evaluation purposes

- None

3. Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule (direct preferences) for the 90:10

4. Other documents that will be incorporated into the contract

- None

5. The offer portion of the C1.1 Offer and Acceptance

6. C1.2 Contract Data (Part 2)

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed	Date
Name	Position
Identity number	
Tenderer	

CERTIFICATE OF ATTENDANCE AT COMPULSORY SITE INSPECTION

This is to certify that (*tenderer*)
of (*address*)
..... was represented by the person(s)
named below at the compulsory meeting held for all tenderers at (*location*)
..... on (*date*) starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity: Identity number:

Name: Signature:

Capacity: Identity number:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Identity
number

Enterprise
name

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Id number chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Msacting in the capacity of, was authorised to sign all documents in connection with the tender for Contract No and any contract resulting from it, on behalf of the company.

Chairman:

As Witnesses: 1.

2. **Date:**

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
..... ID No.....		
..... ID No.....		
..... ID No.....		
..... ID No.....		

Note : *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,
..... hereby authorize Mr/Ms
acting in the capacity of, to sign all documents
in connection with the tender for Contract No and any contract resulting from
it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize
Mr/Ms, authorized signatory of the company, acting in the capacity
of lead partner, to sign all documents in connection with the tender offer for Contract No and any contract
resulting from it, on our behalf. We accept that, as parties to the Joint Venture, we are jointly and
severally responsible to the client.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(V) CERTIFICATE FOR SOLE PROPRIETOR

I, , hereby confirm that I am the sole owner
of the business trading as

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) Details of major equipment owned by me / us and immediately available for this contract.

DESCRIPTION (<i>type, size, capacity etc</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION (<i>type, size, capacity etc</i>)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves (at least 3 (three) TRACEABLE references required):

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

PROPOSED SUBCONTRACTORS (MANDATORY) (See clauses A2 to A4 in the Contract data)

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

I/We confirm that all subcontractors who are contracted to construct a house or building, are registered as home builders with the National Home Builders Registration Council.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	COMPANY REGISTRATION No AND CIDB CLASSIFICATION	DESCRIPTION OF WORK TO BE EXECUTED BY SUBCONTRACTOR

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Others:.....						

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the site agent and the project manager. The information is necessary for evaluation of the tender.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)
(CVs are required only for site agent and contract or project manager)

CV FOR CONTRACT OR PROJECT MANAGER

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

CV FOR SITE AGENT

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME (EXAMPLE ONLY)

ACTIVITY	MONTHS									
	1	2	3	4	5	6	7	8	9	10

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

*[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

- (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

JOINT VENTURE AGREEMENT BETWEEN PARTIES

Attached hereto is my / our duly signed, notarised Joint Venture Agreement. My / our failure to submit the agreement with my / our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the tender process.

**CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY
REGISTRATION DOCUMENTS**

Attached hereto is a certified copy of my / our company registration of incorporation or company registration documents. My failure to submit the copy with my / our tender document will lead to the conclusion that I am / we are not registered as claimed.

TENDERER'S FINANCIAL STANDING

In terms of Clause F.2.18.1 of the Contract-specific Tender Data the Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder :

Name of Bank : Branch :

(i) Account number :

Type of account :

Telephone number : Facsimile number :

Name of contact person (at bank :

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

VALID VAT CERTIFICATE

Attached hereto is my / our certified copy of my / our VAT registration certificate. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered for VAT.

TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangements have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a **Tax Clearance Certificate that will be valid for 6 months from date of issue, unless otherwise indicated on the certificate issued by SARS. This Tax Clearance Certificate must be submitted in the original as an integral part of the tender.**

Each party to a Consortium / Joint Venture / Sub-contractors must complete a separate Tax Clearance Certificate.

Failure to submit an original and valid Tax Clearance Certificate, will inevitably invalidate the tender.

3. An **example** of the Application for Tax Clearance Certificate which Tenderers may use to apply for the Tax Clearance Certificate is included hereafter and is available at any Receiver's Office.

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE]
(IN RESPECT OF TENDER) [EXAMPLE]

1. NAME OF TAXPAYER/TENDERER:

2. TRADE NAME:

3. IDENTIFICATION No. (if applicable)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. COMPANY/CLOSE CORPORATION REG No. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. INCOME TAX REFERENCE No. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT REGISTRATION No. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE EMPLOYERS REG No. (if applicable) :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NB: Copy of the tender request must be attached to this application.

CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:

SIGNATURE :

NAME :

TELEPHONE NUMBER : CODE: NUMBER:

ADDRESS :

DATE : 200/...../.....

Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.

NAME OF PERSON RESPONSIBLE FOR CONTRACT :

(ST 5.1) March 999

NB: This example of the application form for a tax clearance certificate is included for the convenience of tenderers. The application form has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The original and valid Tax Clearance Certificate obtained from the Receiver of Revenue must be submitted with the tender (to be attached to the next page).

TAX CLEARANCE CERITFICATE

[Tax Clearance Certificate obtained from SARS to be inserted here]

COPY OF COIDA REGISTRATION CERTIFICATE

Attached hereto is my / our certified copy of registration certificate with the Compensation for Occupational Injuries and Diseases, eg letter of good standing. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with COIDA.

ORIGINAL CIDB REGISTRATION CERTIFICATE

Attached hereto is my / our original registration certificate with the Construction Industry Development Board. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with CIDB.

NOTE: The CIDB can be contacted or visited on www.cidb.org.za for more information and registration. Obtain a “Code of Conduct for all parties engaged in construction procurement” for you information.

CONTRACTOR'S PROOF OF RESIDENCE IN NORTH WEST PROVINCE

Attached hereto is my / our proof of registration for regional levies, rates and taxes, electricity or water account, etc. My failure to submit the proof with my / our tender document will lead to the conclusion that I am / we are not resident in North West Province

CONTRACTOR'S PROOF OF DISABILITY

Attached hereto is my / our proof of disability to support preference claimed for disability equity ownership. My failure to submit the proof with my / our tender document will lead to the conclusion that I am / we do not qualify for the preference points claimed for disability equity ownership.

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:

Tender

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T2.2

Part T2: Returnable documents

Returnable Schedules

Reference no NWDoH/PS/06/18

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993 , CONSTRUCTION REGULATIONS 2003**

[In terms of Regulation 3 of the Construction Regulations 2003, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Contractor:
.....
(b) Name of Contractor's contact person:
Telephone number:
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name of client's contact person or agent:.....
Telephone number
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name of designer's contact person:
Telephone number
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1):
Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....

SIGNED BY:

CONTRACTOR:..... DATE:.....

IDENTITY NUMBER:.....

CLIENT:..... DATE:.....

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the State, or persons who act on behalf of the State, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the tenderer or his/her authorized representative shall declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- the tenderer is employed by the State, or acts on behalf of the State; and/or
- the legal person on whose behalf the tender document is signed, has a relationship with persons / a person who are / is involved in the evaluation of the tender, or where it is known that such a relationship exists between the persons for or on whose behalf the declarant acts and persons who are involved with the evaluation of the tender.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.

- 2.1 Are you or any person connected with the tenderer, employed by the State? ***YES/ NO**
.....

- 2.1.1 If so, state particulars:

.....
.....
.....
.....

- 2.2 Do you, or any person connected with the tenderer have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and/or adjudication of this tender? ***YES/ NO**
.....

- 2.2.1 If so, state particulars :

.....
.....
.....
.....

- 2.3 Are you or any person connected with the tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by the State concerned who may be involved with the evaluation and/or adjudication of this tender? ***YES/ NO**

- 2.3.1 If so, state particulars:

.....
.....
.....

DECLARATION

I, THE UNDERSIGNED (*name*)hereby
certify that the information furnished in paragraphs 2.1 to 2.3.1 above is correct.

I accept that the Department of Health. North West as representative of the Government of the
Republic of South Africa may act against me should this declaration prove to be false.

Signature: **Date:**

Identity number:

Position:..... **Name of Tenderer:**

Tick sheet of returnable schedules:

	Tick
Record of Addenda to Tender Documents	
Certificate of Attendance of Site Inspection	
Compulsory Enterprise Questionnaire	
Certificate of Authority for Signature	
Schedule of Plant and Equipment	
Schedule of Tenderer's Trade References	
Schedule of Tenderer's Experience	
Schedule of Subcontractors	
Key Personnel	
Preliminary Programme	
Proposed Amendments and Qualifications	
Joint Venture Agreement	
Certified copy of contractor Registration for Incorporation or of Company Registration Document	
Tenderer's Financial Standing	
An original valid Tax Clearance Certificate issued by the South African Revenue Services	
Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, eg Letter of Good Standing	
Original CIDB Certificate	
Proof of residence in North West, eg registration for regional levies, rates and taxes, electricity or water account, etc, if a preference is claimed for being registered in the North West Province	
Proof of disability if preference claimed for disability equity ownership	
Contractor's Health and Safety Declaration	
Declaration of Interest	

PREFERENCING SCHEDULE (DIRECT PREFERENCE)

1 Definitions

The following definitions shall apply to this schedule:

Disabled: in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

Equity ownership: The percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of the company's shares that are owned by individuals, who are actively involved in the management of an enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

Note: All claims for HDI / youth equity ownership by an HDI / Youth will be considered according to the following criteria:

- equity within private companies will be based on the percentage of equity ownership;
- preference points will not be awarded to public companies and tertiary institutions;
- equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust (i.e. the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person);
- ; and.
- a joint venture may, based on the percentage of the contract value managed or executed by their HDI / Youth members, be entitled to equity ownership.

Historically disadvantaged individual (HDI): A South African citizen

- a) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993) (the interim Constitution), or
- b) who is a female; or
- c) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;

Managed: the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial and financial authority and power in determining the policies and directing the operations of the business.

Owner: A person who has all the customary incidents of ownership, including the right of disposition, and sharing in all the risks and profits commensurate with the degree of ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

Youth: A South African citizen who is between the ages of 18 and 35 at the time that tenders close.

2 Conditions associated with the granting of preferences

The tenderer who claims a preference, undertakes to:

- 1) not subcontract more than 25% of the contract price, unless such contracting is undertaken in terms of a preference claimed;
- 2) maintain a HDI / Youth or youth equity ownership of not less than that upon which the preference is based for the duration of the Contract;
- 3) accept the sanctions set out in Section 3 below should conditions 1 or 2 be breached;
- 4) complete sections 4 to 7 below as relevant;
- 5) enter into written subcontract agreements in accordance with the provisions of the Construction Industry Development Board's Best Practice Guideline D1: Subcontracting Arrangements; and
- 6) complete the Declaration with regard to Equity Ownership contained in section 5 below.
- 7) provide proof of registration for regional levies if a preference is claimed for being registered in the Mpumalanga Province.

3 Sanctions relating to breaches of preferencing conditions

The sanctions for breaching the preferencing conditions are:

- 1) termination of the Contract; or
- 2) a financial penalty payable to the Employer equal to 1,25 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of VAT, divided by 100.

4 Tender preference claim in respect of HDI / Youth enterprise status or structure of the tendering entity

Number of preference points = $\text{NOP} \times \text{EP} / 100$

NOP = maximum tender evaluation points provided for HDI / Youth equity ownership

EP = the percentage of equity ownership by an HDI / Youth within the business enterprise or, in the case of a joint venture, the percentage of the contract value managed or executed by their HDI / Youth members.

4.1 For projects above R500 000.00 90/10 the points are allocated as follows:

- 90 points – Price
- 10 points – Direct Preference
 - 3 points – HDI equity ownership
 - 2 points – Woman equity ownership
 - 2 points – Youth equity ownership
 - 1 point – Disability equity ownership
 - 2 points – Locality (Company having offices in North West Province)

5 Tender preferences claimed

I/we apply on behalf of my/our firm for the following preference:

Category of preference	Percentage of maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)	Preference claimed for Category of Preference (Y=yes)
Having HDI equity ownership as set out in 4 above	3	
Having Youth equity ownership as set out in 4 above	2	
Having Women equity ownership as set out in 4 above	2	
Having Disability equity ownership as set out in 4 above	1	
Having an office in North West Province	2	

6 Declaration with regard to equity ownership

6.1 How long has the Company been in existence?

6.2 Describe principal business activities:

.....

.....

6.3 List all shareholders by name, identity number, citizenship, status, ownership, as relevant

Name	Status				ID number	Date RSA Citizenship obtained	Percentage owned
	Woman	Black person	Youth	Disability			

6.4 In the case of a person with a disability:

Name	Describe what the permanent impairment is.	Outline how the permanent impairment impacts on ability to perform an activity in the manner or within the ranges considered normal for a human being?

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the firm or sole proprietor confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :

Name :

Identity number :

Duly authorised to sign on behalf of :

Telephone :

Fax :

Date :

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

**REPAIRS AND RENOVATION WORKS TO ICU UNIT
AT
JOB SHIMANKANE TABANE HOSPITAL, RUSTENBURG**

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

NWDoH/PS/06/18 – Repairs and Renovation Works to ICU Unit at Job Shimankane Tabane Hospital, Rustenburg

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

..... Rand (in words);

R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date

Name Identity number

Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate the tender

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature	Date
Name	Identity number
Capacity	
for the Employer	Department of Health North West New Office Park Building Corner First Street and Sekame [Behind the Crossing Mall] Mmabatho 2745
Name and signature of witness	Date
.....	

Schedule of Deviations

1 Subject .....	.....
Details .....	.....
.....
.....
.....
2 Subject .....	.....
Details .....	.....
.....
.....
.....
3 Subject .....	.....
Details .....	.....
.....
.....
.....
4 Subject .....	.....
Details .....	.....
.....
.....
.....
5 Subject .....	.....
Details .....	.....
.....
.....
.....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REPAIRS AND RENOVATION WORKS TO ICU UNIT AT JOB SHIMANKANE TABANE HOSPITAL, RUSTENBURG

C1.2 Contract Data **NWDoH/PS/06/18**

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause	Additions, deletions and alterations
--------	--------------------------------------

- | | |
|-----|---|
| 1.1 | <p>Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording:</p> <p>AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p>BILLS OF QUANTITIES means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p> <p>CONSTRUCTION PERIOD means the period commencing on the date of site hand over and ending on the date of practical completion.</p> <p>CONTRACT DOCUMENTS means the Agreement and all documents referenced therein.</p> <p>CONTRACT DRAWINGS means the drawings listed in the Scope of Work.</p> <p>CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.</p> <p>SCHEDULE means the variables listed in the Contract Data.</p> <p>CORRUPT PRACTICE means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p>FRAUDULENT PRACTICE means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p>INTEREST means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> |
|-----|---|

SECURITY means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss.

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:
Delete sub-clause 1.6.4

3.5 Delete sub-clause 3.5

3.6 Delete sub-clause 3.6.

3.7 Add to the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the **employer**, **principal agent** and **agents** shall have access at all times.

3.9 Delete sub-clause 3.9

3.10 Replace the second reference to "**principal agent**" with the word "**employer**".

4.3 No clause

5.1.2 Under clause 41 – include reference 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.

9 Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

10.5 Add the following as 10.5:

Damage to the works

(a) Without any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary.

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**.

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the expected risks as set out in 10.6.

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

10.6 Add the following as 10.6:

Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage or to any moveable, or immoveable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.
- (c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost therefore from the **contractor** or to deduct the same from amounts due to the **contractor**.
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the **works**.

10.7 Add the following as 10.7:

HIGH RISK INSURANCE

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 **Damage to the works**

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and hold harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary.

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, replace and/or repair the **works**, at the **contractor's** own costs.

10.7.2 **Injury to persons or loss of or damage to property**

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction.

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) **calendar days** of the **commencement date** but before commencement of the **works** submit to the **employer** proof of such insurance policy, if requested to do so.

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the **contractor's** default of his obligations as set out in 10.7.1, 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered on indivisible whole.

15.1.4 Add 15.1.4 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) **calendar days** of date of acceptance of the tender.

15.2.1 Under 41: Amend to read as follows:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

20.1.3 No clause.

21 Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:

The **contractor** and **principal agent** shall appoint a **selected subcontractor** in accordance with the provisions of the Scope of Work.

29 Clause 29.0 is amended by:-

i) The addition of the following clauses:-

Clause 29.9

"Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed."

ii) Clause 29.10 – Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for

practical completion or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

- 30.1 Replace reference to 36.3 at end of sentence with 36.0
- 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "... due to no fault of the **contractor**."
32.5.4
32.5.7
- 32.12 Delete sub-clause
- 34.2 Add # next to 34.2
- 34.13 Replace "seven (7) **calendar days**" with "twenty one (21) **calendar days**" and delete the words "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"
- 36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:
- 36.1.3 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.
- 36.1.4 The **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
- 36.1.5 The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.
- 36.3 Replace "**principal agent**" with "**employer**".
- 37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)".
38.5.4
- 39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) **working days** of completion of such a report."
- 1.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 41.1.3 the definitions for
(41.1.3) **CONSTRUCTION PERIOD** and **INTEREST**. Sub-clause 1.1 definitions will apply (see contract data)
- 10.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 10.1, 10.2 and 10.4 so that the
10.2 provisions of sub-clauses 10.1, 10.2 and 10.4 of the non-**state** clauses will apply to the **state**.
10.4
(41.0)
- 11.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 11.1 so that the provisions of clause 11.1

- (41.0) of the non-**state** clause will apply to the **state**.
- 12.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 12.1 so that the provisions of clause 12.1
(41.0) of the non-**state** clause will apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
- 12.2 Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses)
(41.0) to read "Where the **contractor** is responsible for insurances, the **contractor** shall"
- 31.11.1 Delete in the Substitute Provisions (41.0 State Clauses) sub-clauses 31.11.1 and 31.11.2 so that the
31.11.2 provisions of sub-clause 31.11.1 of the non-**state** clause will apply to the **state**.
(41.0)
- 36.7 Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following:
37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer** or
39.5 the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction, discontinue
(41.0) with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.
- 40.2.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6
40.2.2 and replace with the following:
40.3
40.4
40.5
40.6
(41.0)
- 40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractor on the other arise out of this **agreement**, such dispute shall be referred to adjudication.
- 40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .
- 40.3 Should either party be dissatisfied with the decision given by the adjudicator, dispute shall be finally settled by court proceedings. Neither party shall have recourse to arbitration should they be dissatisfied with the decision given by the **adjudicator** as all disputes will be decided by a court of law.

The additions to the JBCC Principal Agreement are:

Clause	Additions
A1	<p>A1.0 Labour intensive component of the works</p> <p>A1.1 Payment of labour-intensive component of the works.</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p>A1.2 Applicable labour laws</p> <p>The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>1 Introduction</p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>1.2 In this document –</p> <ul style="list-style-type: none"> (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work; (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed (i) “time-rated worker” means a worker paid on the basis of the length of time worked. <p>2 Terms of Work</p> <p>2.1 Workers on a SPWP are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p>

	<p>3 Normal Hours of Work</p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> (a) more than forty hours in any week; (b) on more than five days in any week; and (c) for more than eight hours on any day. <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p> <p>4 Meal Breaks</p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p> <p>5 Special Conditions for Security Guards</p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p> <p>6 Daily Rest Period</p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p> <p>7 Weekly Rest Period</p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").</p> <p>8 Work on Sundays and Public Holidays</p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> (a) the worker's daily task rate, if the worker works for less than four hours; (b) double the worker's daily task rate, if the worker works for more than four hours. <p>8.4 A time-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday
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	<p>9 Sick Leave</p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.</p> <p>9.4 Accumulated sick-leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker's usual payday.</p> <p>9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <ul style="list-style-type: none"> (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period. <p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p> <p>9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p> <p>10 Maternity Leave</p> <p>10.1 A worker may take up to four consecutive months' unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p> <p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p> <p>10.5 A worker may begin maternity leave –</p> <ul style="list-style-type: none"> (a) four weeks before the expected date of birth; or (b) on an earlier date – <ul style="list-style-type: none"> (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (ii) if agreed to between employer and worker; or (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health. <p>10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</p> <p>10.7 A worker, who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.</p>
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	<p>11 Family responsibility leave</p> <p>11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -</p> <ul style="list-style-type: none"> (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – <ul style="list-style-type: none"> (i) the employee's spouse or life partner; (ii) employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling. <p>12 Statement of Conditions</p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment –</p> <ul style="list-style-type: none"> (a) the employer's name and address and the name of the SPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) the training that the worker will receive during the SPWP. <p>12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.</p> <p>12.3 An employer must supply each worker with a copy of these conditions of employment.</p> <p>13 Keeping records</p> <p>13.1 Every employer must keep a written record of at least the following –</p> <ul style="list-style-type: none"> (a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) payments made to each worker. <p>13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.</p> <p>14 Payment</p> <p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p> <p>14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker.
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	<p>14.7 An employer must give a worker the following information in writing –</p> <ul style="list-style-type: none"> (a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker. <p>14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.</p> <p>14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.</p> <p>15 Deductions</p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p> <p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none"> (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed. <p>16 Health and Safety</p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must –</p> <ul style="list-style-type: none"> (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager. <p>17 Compensation for Injuries and Diseases</p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p>
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	<p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p> <p>18 Termination</p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>19 Certificate of Service</p> <ul style="list-style-type: none"> (a) the worker's full name; (b) the name and address of the employer; (c) the SPWP on which the worker worked; (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.
A2	<p>A2.0 Expanded Public Works Programme</p> <p>A2.1 The Contractor will be required to employ staff which satisfy the EPWP requirements as per the Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP and as stipulated in this Contract.</p>
A3	<p>A3.0 Mandatory Training</p> <p>A3.1 The Contractor will be required to provide training to sub-contractors. An allowance for this has been made in the final summary of the bills of quantities, which will be treated as a budgetary allowance which the Contractor can use for training and which may be deducted in part or in whole from the project should it not be used.</p>

Part 1: Contract Data Completed by the Employer

Clause Item and data

1.1 The Employer is the Department of Health, North West Provincial Government

The address of the Employer is:

Telephone: 018 387-6763

Facsimile: 018 387-6755

Address: Tirelo Building, Cnr Dr Albert Luthuli and Dr James Moroka Drive, Mafikeng, 2745

Postal: Private Bag X2068, Mmabatho, 2735

1.2 The Principal Agent is:

Telephone:

Facsimile:

Address:

Postal:

1.3 Agent (1) is:

Agent's Service: Architects

Telephone:

Facsimile:

Address:

Postal:

1.4 Agent (2) is:

Agent's Service: Quantity Surveyors

Telephone:

Facsimile:

Address:

Postal:

1.5 Agent (3) is:

Agent's Service: Structural and Civil Engineers

Telephone:

Facsimile:

Address:

Postal:

- 1.6 Agent (4) is:
- Agent's Service: Electrical and Mechanical Engineers
- Telephone:
- Facsimile:
- Address:
- Postal:
- 1.7 The **Works** comprise **Construction of Maternity and Administration** to Job Shimankane Tabane Hospital, Rustenburg (Refer to document C3 – Scope of Works)
- 1.8 The **Site** comprise the site is existing Job Shimankane Tabane Hospital, Rustenburg (Refer to document C4 – Site Information)
- 1.9 The **Works** or installations to be undertaken by **direct contractors** comprises
NONE
- 1.10 The Employer is an organ of **State**
- 1.11 The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply
- 1.12 Lateral support insurance is to be effected by the **contractor**
- 1.13 Payment will be made for materials and goods
Extended **defects** liability period will apply to the following elements
NOT APPLICABLE
- 1.14 Possession of the **site** is to be given within ten (10) working days of the contractor complying with the terms of 15.1
- 1.15 **The period for the commencement of the works after the contractor takes possession of the site is ten (10) working days**

For the **works** as a whole:

The date for **practical completion** is 24 months after contractual commencement date

The **penalty** per **calendar day** is 2,75c per R100 of the contract value

or

~~The date for practical completion and the penalty per calendar day is as follows:~~

Section	Date	Penalty
Section 1		
Section 2		
Section 3		

- 1.2 The law applicable to the agreement shall be that of the Republic of South Africa.
- 10.1; 10.2 and 12.1 Contract insurance is to be effected by the **contractor**.
- 10.1 Contract works insurance is to be effected by the **contractor** for a sum not less than the **contract sum** plus 10% with a deductible in an amount that the **contractor** deems appropriate.
- 10.2
- 12.1
- 10.1 Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.
- 10.2
- 12.1
- 11.1, 12.1 Public liability insurance to be effected by the **contractor** for an amount of **R5,000,000.00** with a deductible in an amount as determined by the contractor's insurance company.
- 11.2, 12.1 Support insurance to be effected by the **contractor** for the sum of **NOT APPLICABLE** with a deductible in an amount that the **contractor** deems appropriate.
- 3.3, 15.1.3, 31.16.2 A waiver of the **contractor's** lien or right of continuing possession is not required.
- 3.7 Three copies of the construction document are to be supplied to the **contractor** free of charge.
- 3.4 JBCC Engineering General Conditions are not to be included in the contract document.
- 31.5.3 The contract value is / ~~is not~~ to be adjusted using CPAP indices. The base month for the application of CPAP is the month of the closing of the tender and the following alternative indices are applicable: *February 2021*
- 31.3 There is no latest day of the month for the issue of an interim payment certificate.
- 14.5 The employer will not provide advanced payments against an advanced payment guarantee.
- 14.2 and 14.4 The **construction guarantee** is to be a fixed guarantee in an amount of 7.5% of the contract sum and payment reduction
- 40.0 Dispute resolution shall be by adjudication
or
~~Dispute determinations shall be by arbitration~~

Part 2: Contract Data completed by the Contractor

Clause Item and data

- 1.2 The name of the Contractor is:
- The address of the contractor is:
- Telephone:
- Facsimile:
- Address (physical):
-
-
- Address (postal):
-
-

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AT
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C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means
Physical address
.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **The Department of Health, North West Provincial Government**

Contractor means

Agent means **Principal Agent**

Works means **NWDoH/PS/06/18 – Repairs and Renovation Works to ICU Unit at**

Site means **Job Shimankane Tabane Hospital-ICU Unit, Rustenburg**

Agreement means **the JBCC Series 2000 Principal Agreement**

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R.....)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

- 2 The Guarantor hereby acknowledges that:

- 2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

- 2.2 Its obligation under this Guarantee is restricted to the payment of money.

- 3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

- 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

- 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

- 3.3 A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

- 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

- 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's
Signatory 1 Guarantor's
Signatory 2

Identity number Identity number

Witness 1 Witness 2

Guarantor's seal or stamp

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ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:

..... (name of company / organisation)

of

..... (address) and

..... (name of company / organisation)

of

..... (address)

(the Parties) and

..... (name)

of

..... (address)

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated

and known as

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules..
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____	SIGNED by: _____	SIGNED by: _____
Name: _____	Name: _____	Name: _____
Id: _____	Id: _____	Id: _____
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of	the Adjudicator in the presence of
Witness _____	Witness: _____	Witness: _____
Name: _____	Name _____	Name: _____
Address: _____	Address: _____	Address: _____
Date: _____	Date: _____	Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

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C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

6	The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
7	Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
8	The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
9	Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
10	An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
11	Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
12	The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
13	The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
14	The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
15	Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
16	The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities: <ul style="list-style-type: none"> a) an amount which is not to be varied, namely Fixed (F) b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
17	Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown: <ul style="list-style-type: none"> a) 10 percent is Fixed; b) 15 percent if Value Related c) 75 percent is Time Related.

- 18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 19 All work is to be constructed using labour-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract
- 20 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 21 The tenderer is to acquaint him as to the specific requirements of this tender as contained in additional clauses A1 to A2 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements

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C2.2 Bills of Quantities

SECTION 1

PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable".

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

DEFINITIONS

A1.0

DEFINITIONS AND INTERPRETATION

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

"**COMMENCEMENT DATE**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"**CONSTRUCTION GUARANTEE**" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**CONSTRUCTION PERIOD**" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**CORRUPT PRACTICE**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**FRAUDULENT PRACTICE**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**INTEREST**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**PRINCIPAL AGENT**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

"**SECURITY**" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____
Item

OBJECTIVE AND PREPARATION

A2.0 OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed: _____ Value related: _____ Time related: _____
Item

A3.0 DOCUMENTS

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

Fixed: _____ Value related: _____ Time related: _____
Item

A4.0 DESIGN RESPONSIBILITY

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____
Item

A5.0	<p>EMPLOYER'S AGENTS</p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A6.0	<p>SITE REPRESENTATIVE</p> <p>Clause 6.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A7.0	<p>COMPLIANCE WITH REGULATIONS</p> <p>Clause 7.0</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A8.0	<p>WORKS RISK</p> <p>Clause 8.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A9.0	<p>INDEMNITIES</p> <p>Clause 9.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A10.0	<p>WORKS INSURANCES</p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p> <p>10.5 Damage to the Works</p> <p>(a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p> <p>(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works</p> <p>(c) The employer shall carry the risk of damage to or destruction of the works and material paid for by the employer that is the result of the excepted risks as set out in 10.6</p> <p>(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p>

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed: _____ Value related: _____ Time related: _____ **Item**

A11.0 **LIABILITY INSURANCES**

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____ **Item**

A12.0 **EFFECTING INSURANCES**

Clause 12.0

Fixed: _____ Value related: _____ Time related: _____ **Item**

A13.0 **No Clause**

A14.0 **SECURITY**

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be provided by the **contractor** to the **employer** will be a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender

14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)

14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of **practical completion**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed: _____ Value related: _____ Time related: _____

Item

EXECUTION

A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of **commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (7) **working days** of the **contractor** complying with the terms of 15.1.4

	Fixed: _____ Value related: _____ Time related: _____	Item
A16.0	ACCESS TO THE WORKS Clause 16.0	
	Fixed: _____ Value related: _____ Time related: _____	Item
A17.0	CONTRACT INSTRUCTIONS Clause 17.0 Clause 17.1.11 is amended by deleting the words “and the appointment of nominated and selected subcontractors ”	
	Fixed: _____ Value related: _____ Time related: _____	Item
A18.0	SETTING OUT OF THE WORKS Clause 18.0	
	Fixed: _____ Value related: _____ Time related: _____	Item
A19.0	ASSIGNMENT Clause 19.0	
	Fixed: _____ Value related: _____ Time related: _____	Item
A20.0	NOMINATED SUBCONTRACTORS Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums	
	Fixed: _____ Value related: _____ Time related: _____	Item
A21.0	SELECTED SUBCONTRACTORS Clause 21.0 Clause 21 is amended by replacing it with: No clause	
	Fixed: _____ Value related: _____ Time related: _____	Item
A22.0	EMPLOYER'S DIRECT CONTRACTORS Clause 22.0	
	Fixed: _____ Value related: _____ Time related: _____	Item

A23.0	CONTRACTOR'S DOMESTIC SUBCONTRACTORS Clause 23.0 Fixed: _____ Value related: _____ Time related: _____ Item
	COMPLETION
A24.0	PRACTICAL COMPLETION Clause 24.0 Fixed: _____ Value related: _____ Time related: _____ Item
A25.0	WORKS COMPLETION Clause 25.0 Fixed: _____ Value related: _____ Time related: _____ Item
A26.0	FINAL COMPLETION Clause 26.0 Clause 26.1.2 is amended by inserting “#” next to 26.1.2 Fixed: _____ Value related: _____ Time related: _____ Item
A27.0	LATENT DEFECTS LIABILITY PERIOD Clause 27.0 Fixed: _____ Value related: _____ Time related: _____ Item
A28.0	SECTIONAL COMPLETION Clause 28.0 Fixed: _____ Value related: _____ Time related: _____ Item
A29.0	REVISION OF DATE FOR PRACTICAL COMPLETION Clause 29.0 Clause 29.2.5 is amended by replacing it with: No clause Fixed: _____ Value related: _____ Time related: _____ Item
A30.0	PENALTY FOR NON-COMPLETION Clause 30.0 Fixed: _____ Value related: _____ Time related: _____ Item
	PAYMENT
A31.0	INTERIM PAYMENT TO THE CONTRACTOR Clause 31.0 Clause 31.5.2 is amended by replacing “14.7.1” with “14.0” Clause 31.8 is amended by replacing it with the following two alternative clauses:

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Alternative B

31.8(B) Where **security** as a payment reduction in terms of 14.7 has been selected, the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: _____ Value related: _____ Time related: _____
Item

A32.0 ADJUSTMENT TO THE CONTRACT VALUE

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the **contractor**"

Fixed: _____ Value related: _____ Time related: _____
Item

A33.0 RECOVERY OF EXPENSE AND LOSS

Fixed: _____ Value related: _____ Time related: _____
Item

A34.0	<p>FINAL ACCOUNT AND FINAL PAYMENT</p> <p>Clause 34.0</p> <p>Clause 34.1 is amended by removing “#” next to 34.1</p> <p>Clause 34.2 is amended by inserting “#” next to 34.2</p> <p>Clause 34.8 is amended by deleting the words “where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1”</p> <p>Clause 34.13 is amended by replacing “seven (7) calendar days” with “twenty-one (21) calendar days” and deleting the words “subject to the employer giving the contractor a tax invoice for the amount due”</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>	
A35.0	<p>PAYMENT TO OTHER PARTIES</p> <p>Clause 35.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>	
A36.0	<p>CANCELLATION</p> <p>CANCELLATION BY EMPLOYER – CONTRACTOR’S DEFAULT</p> <p>Clause 36.0</p> <p>Clause 36.1 is amended by the addition of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestered, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to “No clause” and replacing the words “principal agent” with “employer”</p> <p>Clause 36.0 is amended by the addition of the following clause:</p> <p>36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>	
A37.0	<p>CANCELLATION BY EMPLOYER – LOSS AND DAMAGE</p> <p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>	

A38.0	<p>CANCELLATION BY CONTRACTOR – EMPLOYER’S DEFAULT</p> <p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
A39.0	<p>CANCELLATION – CESSATION OF THE WORKS</p> <p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: “within one hundred and twenty (120) working days of completion of such a report”</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
	<p>DISPUTE</p>
A40.0	<p>DISPUTE SETTLEMENT</p> <p>Clause 40.0</p> <p>Clause 40.2.2 is amended by replacing “one (1) year” with “three (3) years”</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing “(10)” with “(15)” and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
	<p>SUBSTITUTE PROVISIONS</p>
A41.0	<p>STATE CLAUSES</p> <p>Clause 41.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
	<p>CONTRACT VARIABLES</p>
A42.0	<p>THE SCHEDULE - (DPW-04EC)</p> <p>Clause 42.0</p> <p>Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>

SECTION B: JBCC PRELIMINARIES

B1.0	DEFINITIONS AND INTERPRETATION	
B1.1	<i>Definitions and interpretation</i>	
	See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section	
	Fixed: _____ Value related: _____ Time related: _____	Item
B2.0	DOCUMENTS	
B2.1	<i>Checking of documents</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B2.2	<i>Provisional bills of quantities</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B2.3	<i>Availability of construction documentation</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B2.4	<i>Interests of agents</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B2.5	<i>Priced documents</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B2.6	<i>Tender submission</i>	
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Tender and Acceptance DPW-07(EC)"	
	Fixed: _____ Value related: _____ Time related: _____	Item
B3.0	THE SITE	
B3.1	<i>The site is situated at existing JST, Hospital, Rustenburg, North West Province</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B3.2	<i>Geotechnical investigation</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B3.3	<i>Inspection of the site</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B3.4	<i>Existing premises occupied</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B3.5	<i>Previous work – dimensional accuracy</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item

B3.6	<i>Previous work – defects</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B3.7	<i>Services – known</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B3.8	<i>Services – unknown</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B3.9	<i>Protection of trees</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B3.10	<i>Articles of value</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B3.11	<i>Inspection of adjoining properties</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B4.0	MANAGEMENT OF CONTRACT		
B4.1	<i>Management of the works</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B4.2	<i>Programme for the works</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B4.3	<i>Progress meetings</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B4.4	<i>Technical meetings</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B4.5	<i>Labour and plant records</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B5.0	SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS		
B5.1	<i>Samples of materials</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B5.2	<i>Workmanship samples</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B5.3	<i>Shop drawings</i>	Fixed: _____ Value related: _____ Time related: _____	Item
B5.4	<i>Compliance with manufacturers' instructions</i>	Fixed: _____ Value related: _____ Time related: _____	Item

B6.0	TEMPORARY WORKS AND PLANT	
B6.1	<i>Deposits and fees</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.2	<i>Enclosure of the works</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.3	<i>Advertising</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.4	<i>Plant, equipment, sheds and offices</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.5	<i>Main notice board</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B6.6	<i>Subcontractors' notice board</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B7.0	TEMPORARY SERVICES	
B7.1	<i>Location</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B7.2	<i>Water</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B7.3	<i>Electricity</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B7.4	<i>Telecommunication facilities</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B7.5	<i>Ablution facilities</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B8.0	PRIME COST AMOUNT	
B8.1	<i>Responsibility for prime cost amounts</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B9.0	ATTENDANCE ON N/S SUBCONTRACTORS	
B9.1	<i>General attendance</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B9.2	<i>Special attendance</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B9.3	<i>Commissioning – fuel, water and electricity</i>	

	Fixed: _____ Value related: _____ Time related: _____	Item
B10.0	FINANCIAL ASPECTS	
B10.1	<i>Statutory taxes, duties and levies</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B10.2	<i>Payment for preliminaries</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B10.3	<i>Adjustment of preliminaries</i>	
	Clauses B10.3.1 and B10.3.2 are amended by replacing “within fifteen (15) working days of taking possession of the site ” with “when submitting his priced bills of quantities ”	
	Fixed: _____ Value related: _____ Time related: _____	Item
B10.4	<i>Payment certificate cash flow</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.0	GENERAL	
B11.1	<i>Protection of the works</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.2	<i>Protection / isolation of existing / sectionally occupied works</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.3	<i>Security of the works</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.4	<i>Notice before covering work</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.5	<i>Disturbance</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.6	<i>Environmental disturbance</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.7	<i>Works cleaning and clearing</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.8	<i>Vermin</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.9	<i>Overhand work</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.10	<i>Instruction manuals and guarantees</i>	
	Fixed: _____ Value related: _____ Time related: _____	Item
B11.11	<i>As built information</i>	

	Fixed: _____ Value related: _____ Time related: _____	Item
B11.12	Tenant installations	
	Fixed: _____ Value related: _____ Time related: _____	Item
B12.0	SCHEDULE OF VARIABLES	
B12.1	Schedule of variables	
	Fixed: _____ Value related: _____ Time related: _____	Item
<p>This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries.</p> <p>Spaces requiring information must be filled in, shown as “not applicable” or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p>		
12.1	PRE-TENDER INFORMATION	
12.1.1	Provisional bills of quantities	
[2.2]	The quantities are provisional (yes/no) <input type="checkbox"/> Yes	
12.1.2	Availability of construction documentation	
[2.3]	Construction documentation is complete (yes/no) <input type="checkbox"/> Yes	
12.1.3	Interests of agents	
[2.4]	Details: Nil	
12.1.4	Defined works area	
[3.1]	Details: The work comprises of repairs and renovation to existing hospital buildings	
12.1.5	Geotechnical investigation	
[3.2]	Details: None	
12.1.6	Existing premises occupied	
[3.4]	Specific requirements: The hospital building	
12.1.7	Previous work – dimensional accuracy	
[3.5]	Details: N/A	
12.1.8	Previous work – defects	
[3.6]	Details: N/A	
12.1.9	Services – known	
[3.7]	Details: Plumbing Installation, Electricity Installation, Security Installation, etc.	
12.1.10	Protection of trees	
[3.9]	Specific requirements: All trees	
12.1.11	Inspection of adjoining properties	
[3.11]	Specific requirements: All properties	

12.1.12 [6.2]	Enclosure of the works Specific requirements: All works		
12.1.13 [6.4.3]	Offices Specific requirements: The contractor shall provide, maintain and remove on completion of the works and offices for the exclusive use of the principal agent , minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. These offices shall be kept clean and fit for use at all times.		
12.1.14 [6.5]	Main notice board Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.		
12.1.15 [6.6]	Subcontractors' notice board A notice board is required (yes/no) <input type="text" value="no"/> Specific requirements:		
12.1.16 [7.2]	Water Option A (by contractor) (yes/no) <input type="text" value="yes"/> Option B (by employer - free of charge) (yes/no) <input type="text" value="no"/> Option C (by employer - metered) (yes/no) <input type="text" value="no"/>		
12.1.17 [7.3]	Electricity Option A (by contractor) (yes/no) <input type="text" value="yes"/> Option B (by employer - free of charge) (yes/no) <input type="text" value="no"/> Option C (by employer - metered) (yes/no) <input type="text" value="no"/>		
12.1.18 [7.4]	Telecommunications Telephone (yes/no) <input type="text" value="yes"/> Facsimile (yes/no) <input type="text" value="yes"/> E-mail (yes/no) <input type="text" value="yes"/>		
12.1.19 [7.5]	Ablution facilities Option A (by contractor) (yes/no) <input type="text" value="yes"/> Option B (by employer) (yes/no) <input type="text" value="no"/>		
12.1.20 [11.2]	Protection of existing/sectionally occupied works Protection is required (yes/no) <input type="text" value="yes"/>		
12.1.21 [9.2]	Special attendance Subcontractor (1) details: Electrical installations Subcontractor (2) details: Mechanical installations Subcontractor (3) details: Electronic installations Subcontractor (4) details: Structural Steel Works, Shopfronts, Joinery		

12.1.22 [11.1]	Protection of the works Specific requirements:		
12.1.23 [11.5]	Disturbance Specific requirements: The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent		
12.1.24 [11.6]	Environmental disturbance Specific requirements:		
12.2	POST-TENDER INFORMATION		
12.2.1	Payment of preliminaries		
[10.2]	Option A (prorated)	(yes/no)	<input type="checkbox"/>
	Option B (calculated)	(yes/no)	<input type="checkbox"/>
12.2.2	Adjustment of preliminaries		
[10.3]	Option A (three categories)	(yes/no)	<input type="checkbox"/>
	Option B (detailed breakdown)	(yes/no)	<input type="checkbox"/>
12.2.3	Additional agreed preliminaries items Details: N/A		

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1 CONTRACT DRAWINGS

** Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a **bills of quantities** or **lump sum document***

* The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related: _____ Time related: _____ **Item**

C2 GENERAL PREAMBLES

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the **bills of quantities** and be referred to for the full descriptions of works to be done and materials to be used

Fixed: _____ Value related: _____ Time related: _____ **Item**

C3 TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related: _____ Time related: _____ **Item**

C4 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment (DPW-23EC) to be completed by tenderer)

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related: _____ Time related: _____ **Item**

C5	<p>VIEWING THE SITE IN SECURITY AREAS</p> <p>The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C6	<p>COMMENCEMENT OF WORKS IN SECURITY AREAS</p> <p>As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C7	<p>ENTRANCE PERMITS TO SECURITY AREAS</p> <p>As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Department of Health Officer</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C8	<p>SECURITY CHECK OF PERSONNEL</p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;">Item</p>
C9	<p>No Clause</p>
C10	<p>HIV/AIDS AWARENESS</p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31 of "Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p>
C10.1	<p>AWARENESS CHAMPION</p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p>

Fixed: _____ Value related: _____ Time related: _____

Item

C10.2 **AWARENESS WORKSHOPS**

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

C10.3 **POSTERS, BOOKLETS, VIDEOS, ETC.**

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

C10.4 **ACCESS TO CONDOMS**

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

C10.5 **MONITORING**

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

C11 **OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of this **bills of quantities / lump sum document**.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provided satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained. Refer to Part B of OHS specification for list of items to price.

Fixed: _____ Value related: _____ Time related: _____

Item

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COLLECTION
AMOUNT

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Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL 1</u></p> <p><u>ALTERATIONS</u></p> <p><u>PREAMBLES</u></p> <p>NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Tenderers are advised that this Bill or any items within this Bill or any combination of the other Bills or items may be omitted from the contract should their tender be successful. Rates should therefore allow for the possibility that the contract might only consist of this Bill or any combination of some of these Bills or items. No claim whatsoever will be entertained for change of scope resulting from adjudicating the Bills individually</p> <p><u>Old materials to be become the property of the contractor</u></p> <p>Old materials from alterations, except where described to be re-used or handed over, become the property of the contractor, who must allow credit for same against the appropriate item</p> <p><u>Old materials to be carted away</u></p> <p>Old materials from the alterations, except where described to be re-used or handed over, as well as rubbish etc, must be regularly carted from the site and not be allowed to accumulate on or around the site.</p> <p><u>Old materials not to be re-used</u></p> <p>None of the old materials are to be used for new work except where specifically described as being set aside for re-use.</p>			
	<p style="text-align: right;">Carried to Collection</p> <p>Section No. 1 Builder's Work Bill No. 1 Alterations (Provisional)</p>		R	

Handing over of materials

Where certain materials or articles from demolitions or where articles are described as to be handed over by the contractor to the Regional Representative or Representative/Agent, such materials or articles shall be properly stored by the contractor until handing over thereof.

The contractor must obtain an official receipt listing the materials or articles and dates of handing over. If the contractor fails to submit the receipt when requested, it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Department for the full replacement value thereof, which amount will be deducted from any monies due to the contractor.

DEFINITIONS

Removal from site where "remove from" or spoil occurs in terms it shall include for all loading and carting away from the site to a suitable dumping site found by the Contractor and the Contractor shall pay all fees, etc., in this regard

GENERAL NOTES TO TENDERERS

Tenderers are to inspect the drawings issued with these Bills of Quantities and to satisfy themselves as to the nature and the requirements of the Contract works. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard

Tenderers are to read the descriptions, which are intended as a means of identifying various facets of the work, in conjunction with the drawings. Tenderers shall allow for all costs in connection with the various items taking full cognisance of both the drawings and the Bills of Quantities.

Tenderers shall notify the Quantity Surveyor in writing of any discrepancies encountered upon which clarification will be given by the Quantity Surveyor in writing to the Tenderer. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard

Carried to Collection

Section No. 1
Builder's Work
Bill No. 1
Alterations (Provisional)

R

Tenderers are to note that setting out of the works will be the complete responsibility of the Tenderer and they should therefore acquaint themselves with the site boundaries, site co-ordinates, datum levels etc. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard

All sizes and dimension stated herein are approximate and deemed only sufficient to identify the item of work concerned

No allowance for overbreak has been made to any of the adjoining structures, wall finishes, etc. where removals or pockets occur (the nett opening size, etc. has been made good in later items of these bills of quantities where such making good has not been included with the item) and the tenderer is therefore to allow, in his rates, for making good any overbreak that may occur

All necessary propping etc. required to ensure the safety and stability of the structure during the contract period and the removal thereof at completion shall be deemed to be included in the descriptions of the relevant items

The contractor has to provide all necessary additional barricades, screens, overhead protections, etc. required to ensure the safety of persons, property, etc. and to remove on completion

The contractor has to allow for watering the works sufficiently to prevent nuisance from dust

TEMPORARY BARRICADES, SCREENS, ETC

Temporary barricades, screens, roofs, etc including removal

- | | | | |
|---|--|---|-----|
| 1 | Dust screen 4m high between scaffolding/roof and ground floor, of suitable timber framing with 375 micron polyethylene sheeting and shadenet stapled on one side, including corners, ends, etc | m | 119 |
|---|--|---|-----|

Carried to Collection

**Section No. 1
Builder's Work
Bill No. 1
Alterations (Provisional)**

R

114

13	Pitched roof trusses 1,500mm high overall including timber trusses and purlins, fascias, barge boards, gutters and rainwater pipes (flat area) (Credit R.....)	m2	654		
14	Gypsum plasterboard ceilings including cornices, timber bandering, etc.	m2	81		
15	Acoustic tile suspended ceilings including suspension grid, hangers, etc. (Credit R.....)	m2	803		
<u>Taking out and removing joinery fittings etc</u>					
16	Timber shelving with steel frame, five shelves x 600mm wide (Credit R.....)	m	22		
17	Timber wall and floor cupboards, 600mm wide x 900mm high (Credit R.....)	m	7		
18	Timber nurse station counter, 2,750 x 2,300 x 900mm high (Credit R.....)	No	1		
<u>Taking up and removing vinyl floor coverings, carpeting, etc</u>					
19	Vinyl sheet floor covering with welded joints including preparing screed for new vinyl floor covering	m2	413		
20	Vinyl sheet wall covering with welded joints including preparing plaster for new vinyl floor covering	m2	33		
<u>Taking out and removing ironmongery</u>					
21	Window curtain tracks including hangers, etc. (Credit R.....)	m	48		
22	Bed curtain tracks including hangers, etc. (Credit R.....)	m	81		
23	Bumper rail including fixing bracket etc. (Credit R.....)	m	80		
24	Chromium plated towel rail not exceeding 1000mm long (Credit R.....)	No	7		
Carried to Collection				R	
Section No. 1					
Builder's Work					
Bill No. 1					
Alterations (Provisional)					

25	Chromium plated toilet paper holder (Credit R.....)	No	8		
26	Chromium plated hat and coat hook (Credit R.....)	No	8		
	<u>Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screeds, plaster, etc</u>				
27	40mm Screed from floors	m2	493		
28	Internal plaster from walls and columns	m2	275		
	<u>Hacking up/off and removing ceramic tile floor and wall finishes including removing mortar bed or backing and preparing concrete or brick surfaces for new screed, plaster or tile finishes</u>				
29	300 x 300mm Tiles to floors	m2	81		
30	300 x 300mm Tiles to treads and risers of stairs	m2	31		
31	200 x 200mm Tiles to walls	m2	85		
	<u>Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>				
32	Vitreous china wash hand basin (Credit R.....)	No	7		
33	Vitreous china WC pan with cistern (Credit R.....)	No	8		
34	Bath including trap, taps, brick wall, filling, etc. (Credit R.....)	No	2		
35	Shower cubicle including trap, taps, overhead arm, rose and shower door (Credit R.....)	No	1		
36	Stainless steel bedpan and washup sink, mixers, etc. (Credit R.....)	No	1		
37	Slop hopper etc. (Credit R.....)	No	1		
	Carried to Collection				
	Section No. 1				
	Builder's Work				
	Bill No. 1				
	Alterations (Provisional)				

<u>Taking out and removing glass and mirrors</u>					
38	Mirror 450 x 600mm high from wall (Credit R.....)	No	7		
<u>CUTTING THROUGH FLOORS AND CEILINGS</u>					
39	Cutting through 85mm thick concrete surface bed for 1,500 x 1,500mm wide concrete column base including making good concrete on both sides of new 230 x 600mm column	No	4		
<u>BUILDING UP OPENINGS</u>					
<u>Brickwork in NFP bricks in class II mortar in building up openings</u>					
40	One brick walls	m2	47		
<u>Sundries</u>					
<u>PREPARATORY WORK TO EXISTING SURFACES</u>					
41	Two Y12 dowels 200mm long drilled and dowelled with epoxy into existing strip footings/surface/slab	No	487		
Carried to Collection					
Section No. 1					
Builder's Work					
Bill No. 1					
Alterations (Provisional)					

<p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 1</p> <p>Alterations (Provisional)</p> <p><u>COLLECTION</u></p> <p>Total Brought Forward from Page No.</p> <p>Carried Forward to Summary of Section No. 1</p> <p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 1</p> <p>Alterations (Provisional)</p>	<p>Page No</p> <p>111</p> <p>112</p> <p>113</p> <p>114</p> <p>115</p> <p>116</p> <p>117</p>		<p>Amount</p>	
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Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL 3</u></p> <p><u>EARTHWORKS (PROVISIONAL)</u></p> <p><u>PREAMBLES</u></p> <p>NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Tenderers are advised that this Bill or any items within this Bill or any combination of the other Bills or items may be omitted from the contract should their tender be successful. Rates should therefore allow for the possibility that the contract might only consist of this Bill or any combination of some of these Bills or items. No claim whatsoever will be entertained for change of scope resulting from adjudicating the Bills individually</p> <p><u>Nature of ground</u></p> <p>Use "assumed to be" if no trial holes, soils investigations, etc have been carried out - discuss with engineer. Use "Trial holes indicate that" where the ground has been investigated by means of trial holes</p> <p><u>Nature of ground</u></p> <p>A soils investigation has been carried out on site by the engineer and the report is available for perusal at the offices of the civil engineers. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" described in the above report and where conditions of a more difficult character are indicated these are separately measured</p>			
	Carried to Collection		R	
	<p>Section No. 1 Builder's Work Bill No. 2 Earthworks (Provisional)</p>			

The tenderer is to make allowance, in the rates for excavation in soft rock and/or hard rock, for any blasting of rock that they may deem necessary, as no blasting costs shall be paid for separately

The tender is to take note when pricing for the rock removal and/or blasting, that due care and diligence will need to be taken, as it is a live hospital in a built-up area and that other methods may be required for the removal of the rock instead of blasting, as no claims in this regard will be entertained

Carting away of excavated material

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site

GENERAL NOTES TO TENDERERS

Tenderers are to inspect the drawings issued with these Bills of Quantities and to satisfy themselves as to the nature and the requirements of the Contract works. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard

Tenderers are to read the descriptions, which are intended as a means of identifying various facets of the work, in conjunction with the drawings. Tenderers shall allow for all costs in connection with the various items taking full cognisance of both the drawings and the Bills of Quantities.

Tenderers shall notify the Quantity Surveyor in writing of any discrepancies encountered upon which clarification will be given by the Quantity Surveyor in writing to the Tenderer. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard

Carried to Collection

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Bill No. 2
Earthworks (Provisional)

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Tenderers are to note that setting out of the works will be the complete responsibility of the Tenderer and they should therefore acquaint themselves with the site boundaries, site co-ordinates, datum levels etc. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard

The contractor is to provide a blasting methodology for approval by the engineer.

A pre-blast survey of surrounding buildings is to be conducted with the engineer in attendance.

EXCAVATION, FILLING, ETC. OTHER THAN BULK

Excavation in earth etc. not exceeding 2m deep for

1	Lift pits, sumps, etc.	m3	30
2	Trenches	m3	187
3	Holes	m3	105
4	Thickening under surface beds	m3	3

Back excavation of vertical sides of excavation in earth for working space including backfilling compacted to 93% Mod AASHTO density

5	Exceeding 1,5m and not exceeding 3,0m deep for placing and removing formwork to walls etc 500mm away from excavated face	m2	32
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Extra over trench and hole excavations in earth for excavation in

6	Soft rock (Provisional)	m3	32
7	Hard rock (Provisional)	m3	17

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Section No. 1
Builder's Work
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Earthworks (Provisional)

<u>Extra over back excavation in earth for working space for excavation in soft rock</u>				
8	Exceeding 1,5m and not exceeding 3,0m deep for placing and removing formwork to walls etc 500mm away from excavated face	m2	3	
<u>Extra over back excavation in earth for working space for excavation in hard rock</u>				
9	Exceeding 1,5m and not exceeding 3,0m deep for placing and removing formwork to walls etc 500mm away from excavated face	m2	3	
<u>Extra over all excavations for carting away</u>				
10	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	142	
<u>Risk of collapse of excavations</u>				
11	Sides of trench and hole excavations not exceeding 1,5m deep	m2	768	
12	Sides of trench and hole excavations exceeding 1,5m deep	m2	32	
<u>Keeping excavations free of water</u>				
13	Keeping excavations free of water, other than subterranean water		Item	
<u>Earth filling from the excavations compacted in layers of 150mm thick to 95% Modified AASHTO density</u>				
14	Backfilling to trenches, holes, etc	m3	180	
<u>Earth filling (G7 material) supplied by the contractor compacted to 93% Mod AASHTO density</u>				
15	Under floors, steps, pavings, etc	m3	20	
Carried to Collection				R
Section No. 1				
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Bill No. 2				
Earthworks (Provisional)				

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Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL 3</u></p> <p><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></p> <p><u>PREAMBLES</u></p> <p>NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Supplementary preamble items as described in Bill No. 1, shall equally apply to this Bill.</p> <p><u>Cost of tests</u></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the architect. (Test cubes are measured separately)</p> <p><u>Formwork</u></p> <p>Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p> <p><u>GENERAL NOTES TO TENDERERS</u></p> <p>General notes, described in Bill No. 1, shall equally apply to this Bill.</p>			
	<p style="text-align: right;">Carried to Collection</p> <p>Section No. 1 Builder's Work Bill No. 3 Concrete, Formwork & Reinforcement</p>			
			R	

<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>					
<u>15Mpa/19mm concrete</u>					
1	Blinding	m3	14		
<u>UNREINFORCED CONCRETE</u>					
<u>15Mpa/19mm concrete</u>					
2	Stair treads and landings in infill panels	m3	1		
<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>					
<u>25Mpa/19mm concrete</u>					
3	Strip footings	m3	44		
4	Bases	m3	32		
<u>REINFORCED CONCRETE</u>					
<u>25Mpa/19mm concrete</u>					
5	Thickening under surface beds	m3	3		
6	Surface beds cast in panels on waterproofing	m3	46		
7	Ramps cast in panels on waterproofing	m3	5		
<u>30Mpa/19mm concrete</u>					
8	Slabs including beams and inverted beams	m3	390		
9	Steps, urinal steps, cupboard platforms, etc.	m3	5		
10	Plinths	m3	3		
11	Stairs including landings, beams and inverted beams	m3	5		
12	Columns	m3	11		
13	Columns in foundations	m3	3		
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Section No. 1					
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Concrete, Formwork & Reinforcement					

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	<u>Two layers DPM as slip joints between horizontal concrete and brick surfaces including cement mortar bed</u>				
40	Not exceeding 300mm wide	m	224		
	<u>Three layers of two ply Malthoid with one layer 500 micron polyethylene inbetween as slip joints between horizontal concrete and brick surfaces including cement mortar bed</u>				
41	Not exceeding 300mm wide	m	289		
	<u>Expansion joints with 12mm "Jointex" between vertical concrete and brick surfaces</u>				
42	Not exceeding 300mm high	m	675		
	<u>Saw cut joints</u>				
43	3 x 60mm Saw cut joints in top of concrete	m	511		
	<u>REINFORCEMENT (Provisional)</u>				
	<u>High tensile steel reinforcement to structural concrete work</u>				
44	High tensile steel reinforcement (Y20 to Y40)	t	5.93		
45	High tensile steel reinforcement (Y8 to Y16)	t	25.29		
	<u>Mild steel reinforcement to structural concrete work</u>				
46	Mild steel reinforcement (R20 to R32)	t	5.93		
47	Mild steel reinforcement (R8 to R16)	t	25.29		
	<u>Fabric reinforcement</u>				
48	Type Ref. 193 fabric reinforcement in concrete surface beds, slabs, etc.	m2	47		
49	Type Ref. 245 fabric reinforcement in concrete surface beds, slabs, etc.	m2	350		
Carried to Collection				R	
Section No. 1					
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Concrete, Formwork & Reinforcement					

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Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL 4</u></p> <p><u>MASONRY</u></p> <p><u>PREAMBLES</u></p> <p>NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Supplementary preamble items as described in Bill No. 1, shall equally apply to this Bill.</p> <p><u>GENERAL NOTES TO TENDERERS</u></p> <p>General notes, described in Bill No. 1, shall equally apply to this Bill.</p> <p><u>BRICKWORK</u></p> <p><u>Sizes in descriptions</u></p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p><u>Hollow walls etc</u></p> <p>Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole.</p> <p><u>Face bricks</u></p> <p>Bricks shall be ordered timeously to obtain uniformity in size and colour</p>			
	Carried to Collection		R	
	Section No. 1 Builder's Work Bill No. 4 Masonry			

Pointing

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc

SAMPLES

Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 000 units delivered to site

BRICKWORK**Brickwork of NFP bricks in class II mortar**

1	Half brick walls	m2	914
2	Half brick walls in beam filling	m2	36

Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar

3	One brick walls	m2	1 705
4	One brick walls in foundations	m2	243
5	345mm Solid walls of two half brick skins with 115mm 15MPa concrete in cavity including wire ties in foundations	m2	16

Brickwork reinforcement

6	75mm Wide reinforcement built in horizontally	m	3 361
7	150mm Wide reinforcement built in horizontally	m	5 617
8	150mm Wide reinforcement built in horizontally in foundations	m	2 865

Prestressed fabricated lintels

9	110 x 75mm Lintels in lengths not exceeding 3m	m	446
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Section No. 1
Builder's Work
Bill No. 4
Masonry

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Slate, marble, granite, etc

Slate, marble, granite, etc is to be best quality stone from an approved quarry free from cracks and other defects and equal to samples to be submitted to and approved by the architect. Each stone is to hold its fullsize, square to the back and to be set on its natural quarry bed

Setting out

Care shall be exercised in setting out the work, the preparation of templets and the checking of the detail drawings. All measurements shall be taken on the site where necessary and the full size setting out of each course shall be done at the yard so as to ensure the proper fitting of each stone

Before putting any work in hand the contractor is to submit to the architect for his approval details of the manner in which he proposes to set out the slabs and joints in all wall facings, pavings, sills, treads, etc together with samples of grain or pattern matching

Face labours

Face labours are to match samples to be submitted to and approved by the architect

Arrises are to be clean and sharp except to treads and thresholds where they are to be slightly rounded

Bedding and jointing

Slate, marble, granite and other floor paving and wall linings are to be bedded solidly on the mortar thicknesses described and are to have tightly fitting butt joints unless otherwise stated

Where stonework is to be fixed with adhesive, the adhesive is to be "Ardurit X76" or other approved. The contractor will be liable for any defects to the slate, marble and granite arising from the use of the adhesive

Where soffit linings are suspended the suspension system must be concealed and must be submitted to the architect for approval before work commences

Carried to Collection

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Section No. 1
Builder's Work
Bill No. 4
Masonry

Where tolerance screws are required these are to be stainless steel expanding bolt type with matching stainless steel bracket and PVC clad dowel with nuts and washers etc

Damaged work

All stonework damaged must be discarded and replaced at the contractor's expense. No touching up will be permitted except in exceptional cases with the architect's consent

Descriptions

Descriptions of stonework shall be deemed to include preparatory work, labours to backs, beds and joints, templates, mortices for bolts etc and for hoisting and setting in position, bedding, jointing and pointing, casing and protecting from injury and cleaning down at completion

Descriptions of recessed pointing to stonework shall be deemed to include square recessed, hollow recessed, weathered pointing, etc

STONE WALL LININGS ETC.

"Chisel Edge Namib Gold by Union" or other approved riven style stone cladding fixed to masonry wall in stretched bond with cementitious adhesive and steel anchor dowels with no mortar gaps visible to create stone stacking effect and sealed in accordance with manufacturer's specifications (E10)

18	600 x 150mm Stone cladding	m2	136
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Section No. 1
Builder's Work
Bill No. 4
Masonry

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<p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 4</p> <p>Masonry</p> <p><u>COLLECTION</u></p> <p>Total Brought Forward from Page No.</p> <p>Carried Forward to Summary of Section No. 1</p> <p>Section No. 1 Builder's Work Bill No. 4 Masonry</p>	<p>Page No</p> <p>131</p> <p>132</p> <p>133</p> <p>134</p> <p>135</p>		<p>Amount</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p>
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Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL 5</u>			
	<u>WATERPROOFING</u>			
	<u>PREAMBLES</u>			
	NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	Supplementary preamble items as described in Bill No. 1, shall equally apply to this Bill.			
	<u>GENERAL NOTES TO TENDERERS</u>			
	General notes, described in Bill No. 1, shall equally apply to this Bill.			
	<u>DAMP PROOFING OF WALLS AND FLOORS</u>			
	<u>One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course</u>			
1	In walls	m2	92	
	<u>One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"</u>			
2	Under surface beds	m2	407	
	<u>WATERPROOFING TO ROOFS, ETC.</u>			
	<u>4mm "Derbigum SP" or other approved fully bonded waterproofing</u>			
3	On walls	m2	68	
	Carried to Collection			
	Section No. 1			
	Builder's Work			
	Bill No. 5			
	Waterproofing			

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Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL 6</u>			
	<u>ROOF COVERINGS</u>			
	<u>PREAMBLES</u>			
	NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	Supplementary preamble items as described in Bill No. 1, shall equally apply to this Bill.			
	<u>GENERAL NOTES TO TENDERERS</u>			
	General notes, described in Bill No. 1, shall equally apply to this Bill.			
	<u>PROFIED METAL SHEETING AND ACCESSORIES</u>			
	<u>0,58mm "Brownbuilt profile" or other approved (Heavy Industrial) galvanised roof sheeting roll-formed in continous lenghs from certified galvanized steel Z200 complying with ISQ 300 with a Chromadek® finish to one side and standard backing coat, Pebble Grey to other and fixed to timber purlins using D1 Starting clips, D2 Duplex clips and D3 Finishing clips and class 3 fastners, in strict accordance with manufacturer's specifications</u>			
1	Roof covering with pitch not exceeding 25°	m2	1 021	
2	Ridge Cap 550mm girth 3 times bent and notched on site to suit roof profile	m	71	
3	Valley Gutter 550mm girth 4 times bent	m	32	
	Carried to Collection			
	Section No. 1			
	Builder's Work			
	Bill No. 6			
	Roof Coverings			

4	Barge flashing (Code FK713) 580mm girth 3 (three) times bent along length and notched on site to suit roof profile	m	78		
5	Apex Flash 550mm girth 3 times bent and notched on site to suit roof profile	m	21		
6	Sidewall Flash 375mm girth 2 times bent	m	12		
7	Counter Flash 185mm girth 2 times bent	m	12		
<u>ROOF INSULATION</u>					
<u>4mm Alucushion® / Bubblefoil® FR (Fire Retardant) - double - sided aluminium foil insulation Code 1983 as supplied by Alucushion® Thermal Insulation (Pty) Ltd, laid taut over purlins and fixed concurrent with roof covering; overlapped longitudinally by 100mm; on and including galvanised straining wire spaced at 383mm centres; all in strict accordance with the manufacturers specifications</u>					
8	Roof insulation	m2	841		
Carried to Collection					
Section No. 1 Builder's Work Bill No. 6 Roof Coverings				R	

<p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 6</p> <p>Roof Coverings</p> <p><u>COLLECTION</u></p> <p>Total Brought Forward from Page No.</p> <p>Carried Forward to Summary of Section No. 1</p> <p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 6</p> <p>Roof Coverings</p>	<p>Page No</p> <p>140</p> <p>141</p>		<p>Amount</p>
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Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL 7</u></p> <p><u>CARPENTRY AND JOINERY</u></p> <p><u>PREAMBLES</u></p> <p>NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Supplementary preamble items as described in Bill No. 1, shall equally apply to this Bill.</p> <p><u>Particle board:</u></p> <p>Particle board shall comply with the following specifications:</p> <p>a) SABS 1300 Particle board: exterior and flooring type</p> <p>b) SABS 1301 Particle board: interior type</p> <p><u>Joinery:</u></p> <p>Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes</p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p>			
	Carried to Collection		R	
	<p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 7</p> <p>Carpentry and Joinery</p>			

Decorative laminate finish:

Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish

GENERAL NOTES TO TENDERERS

General notes, described in Bill No. 1, shall equally apply to this Bill.

PREFABRICATED TIMBER ROOF TRUSSES**Design Specification**

Tenderers are to submit with this enquiry full design specification, design criteria and relevant drawings for approval by the Structural Engineer. Design specifications should specifically include information regarding timber types, metal connectors with design values and design plate strength, truss construction, truss design, truss spacing, truss pitch, treatment of timber, etc.

Tenderers are to take note when designing the roof truss construction that photo voltaic solar panels will be installed on top of the roofs and therefore the construction must be capable of supporting those panels.

Tenderers are to note that these Bills of Quantities are to be read in conjunction with MTM Architect's drawings and specification also included in these tender documents

Design Indemnity

Tenderers and/or fabricators shall on completion of the installation provide an approved Engineer's Certificate for the complete design of the installation.

Carried to Collection

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Bill No. 7
Carpentry and Joinery

R

Prices

Prices required for trusses are to include for the supply of all timber of the required grade and type including all cutting and waste, cutting to exact length and end angles necessary to manufacture the respective truss type, the supply of all connector plates, fixings, prefabrication of the trusses in a jig, checking the completed truss for quality, loading up, transporting and off loading to the site of the works, fabrication of trusses on site where required and:

a) unloading and storing under cover and protected from the weather or

b) handing over to others for unloading and storing as in (a) above or

c) hoisting up and erecting the trusses at the required truss centre. Truly plumb and square on top of wall plates all in accordance with the site instructions for erection, bracing, holding down and connections supplied by the truss fabricator for use by themselves or others.

d) such site supervision as deemed necessary by the fabricator on the trusses to ensure that all the erection details have been complied with, to the satisfaction and within strict accordance of the design

Exposed trusses

All exposed trusses to be planed S.A pine with bolted connections.

Rafters to be double with tie beam and webs in between bolted together.

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**Section No. 1
Builder's Work
Bill No. 7
Carpentry and Joinery**

GENERAL ROOFING INFORMATION

Roof Sheetting: 0,58mm "Brownbuilt profile" or other approved (Heavy Industrial) galvanised roof sheetting roll-formed in continous lengths and supplied/fitted with all accessories fixed to timber purlins at 2m centres

Roof Pitch : Minimum as required for above roof sheetting

(All roof pitches to be verified by the Tenderers)

Ceilings : A combination of lay-in tiles and flushplastered gypsum/lay-in ceilings to suit hospital design will be used

Services requirements : As per standard hospital design

Conventional air conditioning ducting will be installed in the ceiling void

ROOF TRUSSES, ETC

Design supply and erection of prefabricated timber roof trusses complete

- 1 Prefabricated timber roof trusses complete, including all hip sets, valley sets, battens, tilting fillets, runners, bracing, wall plates, beams, truss cleats, bolts, bolting, fixing bracket, purlins etc.

(C) ICU Unit

Area - +-840m² [flat area]

EAVES, VERGES, ETC

"Everite Flexit" or other equal and approved pressed nutec-cement

- 2 10 x 225mm Fascias and barge boards including galvanised steel H-profile jointing strips

m

Item

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DOORS, ETC

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Section No. 1
Builder's Work
Bill No. 7
Carpentry and Joinery

	<u>Wrought meranti solid doors</u>				
3	40mm Thick door with 15 horizontal slats, 813 x 2,032mm high	No	3		
4	40mm Thick unequal double door with 15 horizontal slats, 1,500 x 2,032mm high with rebated meeting edges	No	1		
	<u>Heavy duty interior quality semi-solid flush timber door with 3mm thick maple veneer on both sides with 2 consolidated edges, all suitable for varnish and hung to steel frames</u>				
5	40mm Thick door, 813 x 2,032mm high with 200 x 600mm high opening with matching timber glazing beads both sides	No	6		
	<u>Heavy duty interior quality solid flush timber door with 3mm thick maple veneer on both sides with 2 consolidated edges, all suitable for varnish and hung to steel frames</u>				
6	40mm Thick door, 813 x 2,400mm high	No	12		
7	40mm Thick door, 813 x 2,400mm high with 200 x 1,700mm high opening with matching timber glazing beads both sides	No	1		
8	40mm Thick door, 1,000 x 2,400mm high	No	10		
9	40mm Thick door, 1,000 x 2,400mm high with 200 x 600mm high opening with matching timber glazing beads both sides	No	21		
10	40mm Thick unequal double door, 1,500 x 2,400mm high with rebated meeting edges and with 200 x 900mm high opening with matching timber glazing beads both sides	No	1		
11	40mm Thick unequal double door, 1,500 x 2,400mm high with rebated meeting edges and with 450 x 600mm high opening with matching timber glazing beads both sides	No	3		
12	40mm Thick unequal double door, 1,500 x 2,400mm high with rebated meeting edges and with 200 x 900mm and 600 x 300mm high openings with matching timber glazing beads both sides	No	2		
	Carried to Collection			R	
	Section No. 1				
	Builder's Work				
	Bill No. 7				
	Carpentry and Joinery				

13	40mm Thick unequal double door, 1,500 x 2,400mm high with rebated meeting edges and with 200 x 1,700mm high opening with matching timber glazing beads both sides	No	1		
14	40mm Thick equal double door, 1,800 x 2,400mm high with rebated meeting edges and with 200 x 900mm high opening with matching timber glazing beads both sides	No	3		
15	40mm Thick equal double door, 1,800 x 2,400mm high with rebated meeting edges and 600 x 600mm high opening with matching timber glazing beads both sides	No	1		
<u>FITTINGS</u>					
<u>General</u>					
<p>The following cupboard fittings have been measured as complete units i.e. the components of the units have not been separately measured. The descriptions, therefore, of such units shall be deemed to include all components, assembling, housing, notching, glueing, blocking, planting on and screwing with countersunk screws, edge strips, decorative plastic finish, glass, ironmongery, metalwork, paint or varnish finishes, etc</p> <p>The references given in the descriptions are to the respective types of fittings detailed on the architect's drawings as numbered below and accompanying these bills of quantities for tender purposes</p> <p>The additional worktops measured separately in the corners, where there are no cupboards below, are not to be cut separately from the cupboard tops, but are to be integral with the worktops over the adjacent cupboards.</p>					
<u>Nurse station counters etc.</u>					
<p>Nurse station counters construction is based around modular component design (unless otherwise specified) utilizing components fittings, fastening, fitments and connectors for the purpose of prefabrication and ready for site assembly (see architect's drawings accompanying these bills of quantities)</p>					
Carried to Collection				R	
Section No. 1 Builder's Work Bill No. 7 Carpentry and Joinery					

The general construction material of the carcass shall be bison particle board in accordance with SANS EN 312-3:1996 supawood medium density fibreboard (MDF) in accordance with SANS 540-1:1991, melamine surfaced to both faces with Bisonlam MFB (Melamine faced board) in accordance with SANS 1763:1998 and finished in minimum 1mm thickness PVC edging

The service tops shall be of "Corian Glacier Ice" solid surface material incorporating seamless joints, size 830 x 44mm thick

The outer counter decorative face shall be of 32mm Supawood MDF (medium density fibreboard) in accordance with SANS 540-1:1991, the surface to outer face in Mahogany formica HPL (high pressure laminate with woodtex finish) in accordance with SANS ISO 4586:1995 HG/P horizontal general purpose /postform 0,8mm thick (minimum) and formica HPL in accordance with SANS ISO 4586:1995 BK 0,8mm brown backer to reverse face

Doors are to be pre drilled for hinges, drawers of 12mm particle board sides, back and front with 3,2mm hardboard bottom edged and foiled on all sides in white melamine PVC foil

Kickplates of 16 x 62mm particle board foiled in renolit PVC foil continous along floor plinth

Carcass of 16mm particle board foiled and edged on all faces with 3,2mm hardboard back foiled melamine on exposed face in white renolit PVC foil with sides predrilled and grooved for assembly

Concealed type 95 degree hinges and piano hinges to adjoining doors

Tpe "D" handles in selected colours and finishes and epoxy coated steel two part telescopic drawer slides on nylon runner

Carried to Collection

Section No. 1
Builder's Work
Bill No. 7
Carpentry and Joinery

R

16	Nurse station U-shaped counter, size 3,300 x 850 x 1,100mm high overall with laminated bench, -tops, -front, "Surino Glacier White" solid top, stainless steel formica strips and -kick plate, drawers, etc. complete to architect's details (see architect's drawings no. 103/21) (Detail 9)	No	1		
17	Nurse station U-shaped counter and back cupboard, size 3,300 x 850 x 1,100mm high overall with laminated bench, -tops, -front, "Surino Glacier White" solid top, stainless steel formica strips and -kick plate, drawers, etc. complete to architect's details (see architect's drawings no. 103/21) (Detail 8)	No	1		
18	Nurse station U-shaped counter, size 4,480 x 1,155 x 1,100mm high overall with laminated bench, -tops, -front, "Surino Glacier White" solid top, stainless steel formica strips and -kick plate, drawers, etc. complete to architect's details (see architect's drawings no. 103/19-Details 2 & 3)	No	4		
19	Nurse station V-shaped counter, size 4,545 x 3,500 x 750mm high overall with laminated bench, -tops, -front, "Walnut" solid surface top, -kick plate, cupboards, drawers, etc. complete to architect's details (see architect's drawings no. 103/21 detail 07)	No	1		
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The general construction material of the carcass shall be bison particle board in accordance with SANS EN 312-3:1996 supawood medium density fibreboard (MDF) in accordance with SANS 540-1:1991, melamine surfaced to both faces with Bisonlam MFB (Melamine faced board) in accordance with SANS 1763:1998 and finished in minimum 1mm thickness PVC edging

The service tops shall be of Surino "Glacier White" solid surface material incorporating seamless joints, size 800 x 44mm thick

The outer counter decorative face shall be of 32mm Supawood MDF (medium density fibreboard) in accordance with SANS 540-1:1991, the veneer surface to outer face in formica HPL (high pressure laminate with Mahogany finish) in accordance with SANS ISO 4586:1995 HG/P horizontal general purpose /postform 0,8mm thick (minimum) and formica HPL in accordance with SANS ISO 4586:1995 BK 0,8mm brown backer to reverse face

Doors are to be pre drilled for hinges, drawers of 12mm particle board sides, back and front with 3,2mm hardboard bottom edged and foiled on all sides in white melamine PVC foil

Kickplates of 16 x 62mm particle board foiled in renolit PVC foil continous along floor plinth

Carcass of 16mm particle board foiled and edged on all faces with 3,2mm hardboard back foiled melamine on exposed face in white renolit PVC foil with sides predrilled and grooved for assembly

Concealed type 95 degree hinges and piano hinges to adjoining doors

Tpe "D" handles in selected colours and finishes and epoxy coated steel two part telescopic drawer slides on nylon runner

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22	<p>Reception L-shaped counter, size 3,410 x 1,330 x 930mm high overall with laminated bench, -tops, -front, Surrino top, 300 x 1,990mm and 300 x 1,230mm raised tops, drawer units, "RECEPTION" signage, etc. complete to architect's details (see architect's drawings no. 103/22) (Detail 2)</p> <p>Sluice rooms</p> <p>Wrought softwood with belled edges and three coats clear varnish</p>	No	1		
23	<p>1,500mm long x 100mm wide x 25mm thick Softwood broom hook holder with and including 5 mild steel broom hooks plugged</p> <p>Sluice room cupboards etc. with worktops of 30 x 600mm polished ice white granite top with 20mm overhang and silicone sealant applied at back edges, doors of 16mm particle board post formed on both vertical sides and foiled wrapped in colour in renolit PVC with back of door foiled in white PVC renolit, doors are to be pre drilled for hinges, drawers of 12mm particle board sides, back and front with 3,2mm hardboard bottom edged and foiled on all sides in white melamine PVC foil, kickplates of 16 x 62mm particle board foiled in renolit PVC foil continuous along floor plinth, carcass of 16mm particle board foiled and edged on all faces with 3,2mm hardboard back foiled melamine on exposed face in white renolit PVC foil with sides predrilled and grooved for assembly, concealed type 95 degree hinges and piano hinges to adjoining doors, type "D" handles in selected colours and finishes and epoxy coated steel two part telescopic drawer slides on nylon runner (see architect's drawing/s no. 103/19)</p>	No	2		
24	<p>Floor cupboard, 2,400 x 600 x 900mm high with top, sides, bottom, division, shelves, back, one single hinged door, one pair double hinged doors and set of three drawers (including sink cut-out, but sink elsewhere) complete to architect's details (see drawings no. 103/19)</p>	No	2		
Carried to Collection					R
<p>Section No. 1 Builder's Work Bill No. 7 Carpentry and Joinery</p>					

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Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL 8</u></p> <p><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></p> <p><u>PREAMBLES</u></p> <p>NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Supplementary preamble items as described in Bill No. 1, shall equally apply to this Bill.</p> <p><u>Descriptions:</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere</p> <p><u>GENERAL NOTES TO TENDERERS</u></p> <p>General notes, described in Bill No. 1, shall equally apply to this Bill.</p> <p><u>CEILINGS ETC.</u></p> <p><u>Insulation in compliance with category ofOccupancy A3 for climatic zone 1</u></p>			
1	120mm Thick insulation closely fitted and laid on top of brandering between roof timbers etc.	m2	276	
	Carried to Collection			
	Section No. 1 Builder's Work Bill No. 8 Ceilings, Partitions and Access Flooring			

<u>NAILED UP CEILINGS</u>				
<u>9mm Gypsum plasterboard with 63mm wide strips of mesh scrim nailed over joints and the whole finished with gypsum skim plaster trowelled to a smooth polished surface to the thickness recommended by the manufacturer</u>				
2 Extra over ceiling for 600 x 600mm trap door including frame	No	4		
<u>SUSPENDED CEILINGS</u>				
<u>Proprietary suspended ceilings</u>				
<u>Note:</u>				
Electrical light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility inseting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof)				
Hangers, suspension grids, "lay-in" panels, etc are to be in accordance with the manufacturers' recommendations				
Electrical light fittings, diffusers, panels etc are generally "lay-in" units of the same dimensions as the suspension grid described and allowance must be made in the rates accordingly for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof)				
The grid shall be suspended by means of galvanised steel L-section hangers at suitable centres, securely shot-pinned or screwed to concrete, steel or wood				
Carried to Collection				
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	<p><u>9mm Gypsum plasterboard with 63mm wide strips of mesh scrim nailed over joints and the whole finished with gypsum skim plaster trowelled to a smooth polished surface to the thickness recommended by the manufacturer</u></p> <p>Ceilings shall comprise 9mm gypsum plasterboard boards screwed to and including screw-up suspension grid consisting of main tees at 1 200mm centres and galvanised steel capped cross tees at 400mm centres and with tape fixed over joints and the whole finished with gypsum plaster trowelled to a smooth polished surface</p>				
3	Ceilings suspended not exceeding 1m below concrete soffits (C4)	m2	78		
4	Ceilings suspended not exceeding 1m below concrete timber roof trusses (C4)	m2	188		
5	Raking ceilings suspended not exceeding 1m below concrete soffits (C4)	m2	10		
6	Soffit and sides of horizontal bulkheads, size 650 x 600mm deep on both sides, including 38 x 38mm sawn softwood branderling at 400mm centres	m	41		
7	Soffit and sides of horizontal bulkheads, size 850 x 600mm deep on both sides, including 38 x 38mm sawn softwood branderling at 400mm centres	m	4		
8	Soffit and sides of horizontal bulkheads, size 1,400 x 600mm deep on both sides, including 38 x 38mm sawn softwood branderling at 400mm centres	m	3		
	<p><u>Pre-painted 600 x 1,200 x 15mm thick mineral fibre acoustic panels on 24mm pre-painted exposed tee suspension system including main and cross tees, necessary hangers, grids, etc. (C1)</u></p>				
9	Ceilings suspended not exceeding 1m below concrete soffits (C1)	m2	1 220		
10	Ceilings suspended not exceeding 1m below timber roof trusses(C1)	m2	240		
Carried to Collection					R
<p>Section No. 1 Builder's Work Bill No. 8 Ceilings, Partitions and Access Flooring</p>					

11	<u>"Donn" or similar approved cornices, transition strips, etc. to suspended ceilings</u>	m	1 258	R
	"LSM 25" shadowline pre-painted white cornices plugged to walls (C1 & C4)			
	<u>PARTITIONS ETC</u>			
	<u>FIXED PARTITIONS</u>			
	<u>"GYPWALL" or other approved partition with 2hr fire rating</u>			
	<u>"GYPWALL Secure 102F120S58" with fire rating of 120 minutes and sound rating of Rw 58 dB consisting of 2 layers Gyproc FireStop 15mm fixed to both sides of the framework using Gyproc RhinoBoard Sharp Point Screws 3.5mm diameter x 25mm (for base layer) Gyproc RhinoBoard Sharp Point Screws 3.5mm diameter x 42mm (for face layer) and at maximum 220mm centres. Donn Galvanised Steel Sheets shall be sandwiched between 2 layers of Gyproc FireStop - on both sides of the framework. Donn UltraSTEEL™ Studs 102mm x 35mm friction fitted into top and bottom Donn UltraSTEEL™ Track 102mm x 25mm at 600mm centres. Floor and head track fixed with two lines of staggered fixings 50mm apart and spaced at 600mm centres. Donn Deep Track 102mm x 50mm shall be used in areas subject to deflection. Install Isover Cavitybatt, 102mm thick, 14kg/m³ density in the cavity. Apply Gyproc RhinoTape to all joints and internal corners. Install Donn Corner Bead to all external corners. Cover Gyproc RhinoTape with two layers of Gyproc RhinoGlide.</u>			
12	124mm Deminishing partition of varying heights in ceiling voids with bottom track plugged on top of brick wall and top track sealed below roof sheeting to form fire barrier including corners, T-junctions, fair ends, etc.	m2	282	
<div> <div>Carried to Collection</div> <div> Section No. 1 Builder's Work Bill No. 8 Ceilings, Partitions and Access Flooring </div> </div>				

<p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 8</p> <p>Ceilings, Partitions and Access Flooring</p> <p><u>COLLECTION</u></p> <p>Total Brought Forward from Page No.</p> <p>Carried Forward to Summary of Section No. 1</p> <p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 8</p> <p>Ceilings, Partitions and Access Flooring</p>	<p>Page No</p> <p>155</p> <p>156</p> <p>157</p> <p>158</p>		<p>Amount</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>R</p>
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<p><u>2,0mm Thick "Floorworx- Surestep" or other approved slip-resistant polyurethane reinforced (PUR) non-directional heavy duty vinyl sheeting impregnated with carborundum particles laid with approved acrylic adhesive, joints butted/grooved and hot seam welded with approved welding rods and stripped and sealed to manufacturer's specifications, colour and pattern to architects approval (F3)</u></p>	2	On floors (F3)	m2	160	
<p><u>2,0mm Thick anti-static flexible homogenous vinyl floor sheeting laid in approved anti-static / conductive adhesive, joints hot seam welded with approved welding rods in compliance to SABS 070, spread with a notched trowel and stripped and sealed to manufacturer's specifications, colour and pattern to architects approval (F15)</u></p>	3	On floors (F15)	m2	1 004	
	4	On treads and risers of stairs (F15)	m2	51	
<u>WALL LININGS</u>					
<p><u>1,25mm Thick seamless fully flexible vinyl sheeting to plastered walls with approved adhesive in accordance with manufacturer's specifications</u></p>	5	On walls	m2	50	
<u>SKIRTING, NOSING, ETC</u>					
<p><u>2.0mm Thick "Floorworx Surestep" or other approved vinyl floor sheeting to match floor finish turned-up wall as skirting, with cove fillet and capping strip including preparation, adhesive, stripping and sealing, etc. to manufacturer's specifications (S1)</u></p>	6	150mm High skirting (S1)	m	247	
Carried to Collection					R
<p>Section No. 1 Builder's Work Bill No. 9 Floor Coverings, Plastic Linings, etc</p>					

	<u>2.0mm Thick anti-static flexible homogenous vinyl floor sheeting to match floor finish turned-up wall as skirting, with cove fillet and capping strip including preparation, conductive adhesive, stripping and sealing, etc. to manufacturer's specifications (S14)</u>				
7	150mm High skirting (S14)	m	297		
8	150mm High skirtings stepped over treads and risers of stairs (S14)	m	52		
9	1,200mm High skirting (S13)	m	499		
	<u>"Genesis" or other approved capping strips, covered fillets, etc. to vinyl floor sheeting extended as skirting</u>				
10	40mm "KCS01" capping strip	m	1 043		
11	40mm "KCS01" capping strip stepped over treads and risers of stairs	m	52		
12	20 x 20mm "KCOV2" cove former	m	1 043		
13	20 x 20mm "KCOV2" cove former stepped over treads and risers of stairs	m	52		
14	60 x 31mm High NSP slimline hard nose PVC stair nosings	m	108		
	<u>HANDRAILS</u>				
	<u>"Intrad" or other approved wall protection system of high impact resistant uPVC extruded lip channel profile complete with uPVC brackets, -joining blocks, -stop ends and -external corners to manufacturer's specifications</u>				
15	29 x 200mm TR200 rounded filleted vinyl crush guard	m	61		
	<u>POLISH, SEALERS, ETC</u>				
16	Two coats wax polish on vinyl flooring	m2	1 380		
Carried to Collection				R	
Section No. 1 Builder's Work Bill No. 9 Floor Coverings, Plastic Linings, etc					

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No****Amount**

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Section No. 1**Builder's Work****Bill No. 9****Floor Coverings, Plastic Linings, etc**

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	<p><u>SECTION 2</u></p> <p><u>BILL 10</u></p> <p><u>IRONMONGERY</u></p> <p><u>PREAMBLES</u></p> <p>NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Supplementary preamble items as described in Bill No. 1, shall equally apply to this Bill.</p> <p><u>Finishes to ironmongery</u></p> <p>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded NP Nickel plated</p> <p><u>GENERAL NOTES TO TENDERERS</u></p> <p>General notes, described in Bill No. 1, shall equally apply to this Bill.</p> <p><u>HINGES, BOLTS, ETC</u></p>			
	<p style="text-align: right;">Carried to Collection</p>		R	
	<p>Section No. 1 Builder's Work Bill No. 10 Ironmongery</p>			

	<u>"Dorma" or other approved</u>				
1	"DFB-SS-027" 160mm Stainless steel flush bolt	No	4		
	<u>"GEZE" or other approved</u>				
2	150 x 20mm "120/150" SC flush bolt	No	8		
3	300 x 20mm "120/300" SC flush bolt	No	8		
4	""HZ3110SR - Pullman" Silver Exidor single panic bolt comp.	Sets	3.0		
5	""HZ3120SR - Pullman" Silver Exidor double panic bolt comp.	Sets	1.0		
	<u>LOCKS</u>				
	<u>"GEZE" or other approved</u>				
6	"642/35" S/S profile cylinder deadlock	No	4		
7	"625/35" S/S profile cylinder sashlock D/back latch	No	3		
8	76mm "730/68" S/S profile arch sash lock	No	22		
9	76mm "742/68" S/S profile cylinder deadlock	No	5		
10	43mm "IG950933108M" NP half cylinder master key	No	4		
11	60mm "IG955930308M" NP knob cylinder master key with "963/03" 40-55mm x 5,4mm NP patent fixing screws	No	2		
12	60mm "IG950930308M" NP double cylinder master key	No	4		
13	60mm "IG950930308M" NP double cylinder master key with "963/03" 40-55mm x 5,4mm NP patent fixing screws	No	20		
14	66mm "IG950933338M" NP double cylinder master key	No	4		
15	"194/01 - TT001SS" Thumb turn and lock	Sets	12.0		
16	"ED910C" S/S cylinder escutcheon	Pairs	3		
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17	"131/69" Rebate for 700 series lock	Sets	8.0		
	<u>"EN-SUITE" LOCKS</u>				
	<u>HANDLES</u>				
	<u>"GEZE" or other approved</u>				
18	65 x 50mm "056/76" BR/SC flush pull ring	No	8		
19	"DB171BNC01" Hoppe Tokyo lever on N/style backplate cylinder	Pairs	3		
20	130 x 111 x 19mm "JD213/111 BT" S/S b. thr. pull handle	No	6		
21	300 x 285mm "JHB216/300 BTB" S/S back-to-back square pull handle	Pairs	12.0		
22	450 x 435mm "JHB216/450 BTB" S/S square pull handle	Pairs	2		
23	600 x 575mm "JHB216/600 BTB" S/S back-to-back square pull handle	Pairs	6		
24	19mm / 165 x 165 x 1,5mm "Daytona - EDE/101C" plate cylinder handle	Pairs	22.0		
	<u>PUSH PLATES AND KICKING PLATES</u>				
	<u>1,6mm Thick stainless steel with satin finish</u>				
25	100 x 1,600mm High push plate	No	28		
26	100 x 1,932mm High push plate	No	12		
27	100 x 2,300mm High push plate	No	104		
28	600 x 100mm High kick plate	No	8		
29	813 x 100mm High kick plate	No	38		
30	900 x 100mm High kick plate	No	8		
31	1,000 x 100mm High kick plate	No	62		
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<u>LETTERS, NAMEPLATES, ETC</u>					
<u>"GEZE" or other approved</u>					
49	160 x 160 x 0,9mm "079/160E/M" S/S E/Male push plate	No	4		
50	160 x 160 x 0,9mm "079/160E/F" S/S E/Female push plate	No	4		
51	160 x 160 x 0,9mm "079/160E/M&F" S/S E/M&F push plate	No	3		
52	160 x 160 x 0,9mm "079/160E/FHR" S/S E/FHR push plate	No	2		
53	160 x 160 x 0,9mm "079/160E/FE" S/S E/F.EXT push plate	No	2		
54	160 x 160 x 0,9mm "079/160E/RM" S/S E/RUN/M push plate	No	2		
55	160 x 160 x 0,9mm "079/160E/A" S/S E/ARROW push plate	No	1		
56	160 x 160 x 0,9mm "079/160E/E" S/S E/ELE push plate	No	3		
<u>PELMETS AND CURTAIN TRACKS</u>					
<u>"Hospi-Showline" or other approved suspended cubical bedscreen curtain rails (see architect's detail drawing no. 101/07B)</u>					
57	"Code SK/S21" Natural anodised (10 micron) extruded profile H/S 43353 hospital cubicle curtain track complete with 12 runners per linear meter, end stops, spacers and wall mountings fixed to suspended ceiling main and cross tees with ceiling hanger tubes to manufacturer's specifications	m	148		
58	Ditto, circular on plan	m	26		
59	Extra for end plugged	No	40		
60	Extra for bend	No	26		
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"Franke" or other approved stainless steel				
71	156 x 141 x 303mm Two toilet roll holder with spindle system manufactured from 18/10 1,5mm stainless steel, satin finish with surface treatment - InoxPlus (anti-fingerprint), cylinder lock with standard key and including wall mounting kit (ZF14)	No	6	
72	183 x 142 x 331mm Recessed two toilet roll holder with spindle system manufactured from 18/10 1,5mm stainless steel, satin finish with surface treatment - InoxPlus (anti-fingerprint), cylinder lock with standard key and including wall mounting kit (ZF15)	No	4	
73	195 x 25 x 130mm Shelf or double soap tray manufactured from 18/10 stainless steel with satin finish with deep drawn ribbed tray and plugged (ZF19)	No	4	
74	396 x 134 x 305mm Surface mounted paper towel and soap dispenser combination manufactured from 18/10 1,2/1,5mm stainless steel with satin finish with surface treatment - InoxPlus (anti-fingerprint), with cylinder lock with standard key, soap dispenser with 1 litre container, paper towel dispenser with capacity of 300 to 400 towels and including mounting kit (ZF07)	No	4	
75	424 x 203 x 1162mm Recessed paper towel, soap dispenser and waste bin combination manufactured from 18/10 1,2/1,5mm stainless steel with satin finish with surface treatment - InoxPlus (anti-fingerprint), both parts with cylinder lock with standard key, soap dispenser with 1 litre container, paper towel dispenser with capacity of 300 to 400 towels, waste bin approximately 29 litres and including mounting kit (ZF11)	No	4	
76	1,200 x 1,800mm L-shaped x 32mm diameter hollow satin finish aluminium shower curtain rail with minimum 10 nylon wheeled runners per metre, fixed with wall brackets etc. to manufacturer's specifications (ZF38)	No	1	
77	1,800 x 1,800mm L-shaped x 32mm diameter custom hollow satin finish aluminium shower curtain rail with 15 nylon wheeled runners per metre, track pre-bent at a radius of approximately 900mm, fixed with wall bracket and 32mm diameter ceiling hanger tube etc. to manufacturer's specifications (ZF38)	No	3	
Carried to Collection				R
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<u>Medium duty slotted angle free standing steel shelving units with five (5) shelf levels, standard epoxy powder coated finish including assembling together with corner gussets and complete with standard bracing, end-frame angle uprights and all necessary accessories in accordance with manufacturer's specifications, size 914mm wide x 457mm deep x 2,438mm high units (see architect's drawing/s no. 101/70A)</u>					
85	Single shelving of 914mm wide x 457mm deep x 2,438mm high units	m	62		
<u>STEEL LOCKERS</u>					
<u>"Symo" or other approved steel lockers with standard baked enamel finish</u>					
86	300 x 450 x 1,800mm High locker unit with two 900mm high stack lockers each with a single compartment complete with lock and bolted in position	No	38		
<u>PINNING BOARDS, WRITING BOARDS, PROJECTION SCREENS, ETC</u>					
<u>Laminated softboard pinning board</u>					
87	1,500mm Wide x 1,000mm high pinningboard of laminated softboard core with anodised aluminium channel surround mitred at the corners and plugged (PB1)	No	5		
88	2,100mm Wide x 1,200mm high pinningboard of laminated softboard core with anodised aluminium channel surround mitred at the corners and plugged (PB3)	No	3		
89	2,400mm Wide x 1,200mm high pinningboard of laminated softboard core with anodised aluminium channel surround mitred at the corners and plugged (PB4)	No	1		
90	3,000mm Wide x 1,200mm high pinningboard of laminated softboard core with anodised aluminium channel surround mitred at the corners and plugged (PB5)	No	1		
Carried to Collection				R	
Section No. 1 Builder's Work Bill No. 10 Ironmongery					

PROPRIETARY SEATING

"Rodlin Design" or other approved proprietary seating units fixed in position

1-Part laminated wooden shell in various finishes (finish: to architect's choice), die-cast leg assembly with cross support beam, levelled and fixed to floor

- 91 "Lanseria Public Seating" or other approved un-upholstered three (3) seat unit with 520mm wide x 560mm deep x 865mm back height seats at minimum 550mm centres and with unit fixed to floor to manufacturer's specifications

No

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 Bill No. 10
 Ironmongery

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Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL 11</u></p> <p><u>STRUCTURAL STEELWORK</u></p> <p><u>PREAMBLES</u></p> <p>NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Supplementary preamble items as described in Bill No. 1, shall equally apply to this Bill.</p> <p><u>GENERAL NOTES TO TENDERERS</u></p> <p>General notes, described in Bill No. 1, shall equally apply to this Bill.</p> <p>Tenderers are to allow for crane costs, special scaffolding, etc. that they may deem necessary to execute the requirements of the contract works. Failure to do so will be the complete responsibility of the tenderer and no claims whatsoever in this regard will be entertained</p> <p><u>STRUCTURAL STEEL ROOF</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete</p> <p style="text-align: right;">Carried to Collection</p> <p>Section No. 1 Builder's Work Bill No. 11 Structural Steelwork</p>			
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<p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 11</p> <p>Structural Steelwork</p> <p><u>COLLECTION</u></p> <p>Total Brought Forward from Page No.</p> <p>Carried Forward to Summary of Section No. 1</p> <p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 11</p> <p>Structural Steelwork</p>	<p>Page No</p> <p>175</p> <p>176</p> <p>177</p>		<p>Amount</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>R</p>
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Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL 12</u></p> <p><u>METALWORK</u></p> <p><u>PREAMBLES</u></p> <p>NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Supplementary preamble items as described in Bill No. 1, shall equally apply to this Bill.</p> <p><u>GENERAL NOTES TO TENDERERS</u></p> <p>General notes, described in Bill No. 1, shall equally apply to this Bill.</p> <p><u>GENERAL NOTES TO ALUMINIUM FRAMED SHOPFRONTS</u></p> <p><u>Shop Drawings</u></p> <p>The successful tenderer shall provide shop drawings of all shopfronts, windows, etc. for approval by the Architect prior to putting any work in hand. The successful tenderer must also provide samples of the section that he intends using for approval prior to his appointment.</p> <p><u>Glazing Specifications</u></p> <p>Glazing shall be executed in strict accordance with the National Building Regulations, Part N, SABS 10137, SABS 10400, SABS 1263 and AAAMSA selection guide for safety glazing materials</p>			
	<p>Carried to Collection</p>		R	
	<p>Section No. 1 Builder's Work Bill No. 12 Metalwork</p>			

Aluminium Finish

Aluminium must comply with SABS and AAAMSA specifications

The colour finish to aluminium frames as specified in these Bills of Quantities is as follows: **Powder coated Matt Black.**

The successful tenderer will be required to submit samples to the Architect for approval.

Sliding tracks, etc.

Bottom sliding tracks are to be set flush with the finished floors

Ironmongery

All rates for windows, shopfronts, doors, etc. must include for taking delivery of and installation of the ironmongery to be specified and approved by the Architect.

Sub-frames

Descriptions of aluminium windows, doors, shopfronts, etc. shall be deemed to include for hardwood timber or aluminium sub-frames to the approval of the Architect and according to manufacturer's shop drawings, screwed and plugged to wall and top and sides only at approximately 250mm centres, with openings between wall and aluminium sealed with silicon sealer to match frame colour both internal and external

Protection

The Tenderer will be required to protect his work during construction, which shall be adequate and to the approval of the Architect. Such protection shall only be removed upon written instruction from the Architect.

Rates

Rates for shopfronts, doors, windows, etc. must include for all timber subframes, silicone sealant, installation of door handles, floorspring, ironmongery, etc. to ensure that the installation is waterproof, etc.

Carried to Collection

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**Section No. 1
Builder's Work
Bill No. 12
Metalwork**

<u>Descriptions</u>				
<p>Descriptions are referred to in these Bills of Quantities are intended for REFERENCE PURPOSES ONLY and where discrepancies between the Bill items and the drawings occur, the drawings shall take preference. Such discrepancies shall be qualified by the tenderers and failure to do so shall indemnify the Employer and/or his agents against any additional costs, etc. resulting from such discrepancies.</p> <p><u>STAINLESS STEEL HANDRAILS, BALUSTRADES, ETC.</u></p> <p><u>Brushed stainless steel handrail plugged (Type HD01) (see architects detail drawing no. 103/44B)</u></p>				
1	38mm Diameter S/S continuous pipe handrail with and including handrail brackets at 900mm centres plugged	m	4	
2	Extra over 38mm S/S handrail for 90 degree bend	No	2	
3	Extra over 38mm diameter S/S handrail for 135 degree bend	No	2	
4	Extra over 38mm diameter S/S handrail for straight end closure piece	No	2	
5	100mm M10 expansion anchor with loose bolt	No	9	
<u>Brushed stainless steel balustrading to steel</u>				
6	Horizontal S/S balustrading 1,000mm high of 50mm diameter continuous pipe top, middle and bottom rails at 300mm centres and 50mm diameter stanchions at average 900mm centres once bent and welded to steel	m	31	
7	Raking S/S balustrading 1,000mm high of 50mm diameter continuous pipe top, middle and bottom rails at 300mm centres and 50mm diameter stanchions at average 900mm centres once bent and welded to steel	m	7	
8	Extra over S/S balustrade for ramped intersection of horizontal and raking balustrading	No	1	
9	Extra over S/S balustrade for straight end closure piece	No	4	
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<u>GLAZED STAINLESS STEEL BALUSTRADES</u>					
<u>900mm High brushed stainless steel with structural glass balustrading plugged (Type BS01) (see architects detail drawing no. 103/44B)</u>					
10	Horizontal S/S galzed balustrading 900mm high of 38mm diameter continuous pipe top rail with and including and fixed brushed stainless steel glas clamp adaptors at top and bottom of 54mm wide stanchions at average 900mm centres set in concrete to manufacturer's specifications	m	2		
11	Raking S/S glazed balustrading 900mm high of 38mm diameter continuous pipe top rail with and including and fixed brushed stainless steel glas clamp adaptors at top and bottom of 54mm wide stanchions at average 900mm centres set in concrete to manufacturer's specifications	m	4		
12	Extra over 900mm high S/S balustrade for 90 degree bend	No	1		
13	Extra over 900mm high S/S balustrade for 135 degree bend	No	1		
14	Extra over 900mm high S/S balustrade for straight end closure piece	No	2		
15	10mm Clear toughened safety glass balustrade panels 850mm high and in suitable lengths with poilshed edges and fixed to stanchion adaptors to detail	m	2		
16	10mm Clear toughened safety glass trapezium shaped balustrade panels 850mm high and in suitable lengths with polished edges and fixed to stanchion adaptors to detail	m	4		
<u>SUNDRY STEELWORK</u>					
<u>"Kirk M-Trim" or other approved staineless steel corner protectors</u>					
17	50 x 50 x 3mm "SCP500" angle section corner protectors, 2,500mm in length with crimped wing edges, countersunk drilled holes and plugged	No	27		
Carried to Collection				R	
Section No. 1 Builder's Work Bill No. 12 Metalwork					

	<u>SUNDRY GALVANIZED STEELWORK</u>				
	<u>Plinth angles and water tank support plates</u>				
18	40 x 40 x 4mm Angle section framing with 20 x 5mm flat section bent lugs each 150mm girth welded on at 300mm centres including embedding in concrete	kg	65		
	<u>Welded galvanized steel open stormwater grid</u>				
19	80 x 80 x 6mm Angle section bearers bolted to walls (elsewhere)	kg	161		
20	750mm Wide "Mentis Rectagrid RS40" or similar approved grille floor channel cover with 25 x 4,5mm bearer bars and 40 x 40mm openings, in suitable lengths anchored to bearers with fixing clips for removal	m	11		
21	Hole through 6mm steel for bolt	No	44		
	<u>Bolts</u>				
22	M8 x 80mm Expansion bolt	No	44		
	<u>PRESSED STEEL DOOR FRAMES</u>				
	<u>1,6mm Double rebated pressed mild steel door frames complete with one-and-a-half pairs 100mm heavy duty butt hinges, adjustable striking plate, rubber buffers to lock and jamb and fixing lugs, suitable for half brick walls</u>				
23	Frame for door, 813 x 2,032mm high	No	6		
24	Frame for door, 813 x 2,400mm high	No	12		
25	Frame for door, 1,000 x 2,400mm high	No	31		
26	Frame for double door, 1,500 x 2,400mm high	No	6		
	<u>1,6mm Double rebated pressed mild steel door frames complete with one-and-a-half pairs 100mm heavy duty butt hinges, adjustable striking plate, rubber buffers to lock and jamb and fixing lugs, suitable for one brick walls</u>				
27	Frame for door, 813 x 2,032mm high	No	3		
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28	Frame for door, 813 x 2,400mm high	No	1		
29	Frame for double door, 1,500 x 2,032mm high	No	1		
30	Frame for double door, 1,500 x 2,400mm high	No	1		
31	Frame for double door, 1,800 x 2,400mm high	No	4		
	<u>1,6mm Double rebated pressed mild steel door frames complete with one-and-a-half pairs 100mm heavy duty butt hinges to SWING both ways, adjustable striking plate, rubber buffers to lock and jamb and fixing lugs, suitable for one brick walls</u>				
	<u>STEEL LOUVRE PANELS</u>				
	<u>Powdercoated fixed type steel louvre panel screwed into brickwork</u>				
32	Panel 2,500 x 750mm high	No	3		
	<u>NATURAL ANODISED ALUMINIUM LOUVRE UNITS</u>				
	<u>Fixed louvre units screwed into wooden frames</u>				
33	Louvre unit for 450 x 600mm high opening	No	3		
34	Louvre unit for 600 x 200mm high opening	No	27		
35	Louvre unit for 600 x 300mm high opening	No	2		
36	Louvre unit for 600 x 600mm high opening	No	1		
	<u>ALUMINIUM WINDOWS, DOORS, ETC.</u>				
	Note: Tenderers are referred to architect's drawings accompanying these bills of quantities for tender purposes				
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				R	

	<p>Purpose made fully glazed aluminium window 340 series as per drawings provided to meet minimum requirements of the Association of Architectural Aluminium of South Africa (AAAMSA), a performance certificate-, a ASFA certificate of conformance in respect of product finishes and a 10 year guarantee against peeling and discolouration are to be provided on completion, all safety glass is to be marked as per AAAMSA requirements, gaskets and weather strip are to be black in colour and all windows are to be class A2</p> <p><u>Black powder coated aluminium windows glazed with minimum 6,76mm HPR (high penetration resistance) laminated safety glass with bronze obscure tint laminate and plugged to brickwork or concrete</u></p>				
37	Window type WT01, 600mm wide x 600mm high	No	3		
38	Window type WT13, 600mm wide x 900mm high	No	2		
39	Window type WT02, 900mm wide x 600mm high	No	6		
40	Window type WT39, 900mm wide x 1,800mm high	No	1		
41	Window type WT74, 900mm wide x 2,400mm high	No	4		
42	Window type WT46, 1,500mm wide x 600mm high	No	4		
43	Window type WT75, 1,700mm wide x 900mm high	No	2		
44	Window type WT103, 1,700mm wide x 1,500mm high	No	1		
45	Window type WT06, 1,800mm wide x 600mm high	No	10		
46	Window type WT20, 1,800mm wide x 900mm high	No	2		
47	Window type WT76, 2,040mm wide x 450mm high	No	1		
48	Window type WT10, 2,400mm wide x 600mm high	No	2		
49	Window type WT72, 3,000mm wide x 900mm high	No	19		
50	Window type WT118, 830mm wide x 8,920mm high	No			
51	Window type WT119, 1,421mm wide x 8,920mm high	No			
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	<u>Black powder coated aluminium shopfronts including doors etc. glazed with minimum 6,76mm HPR (high penetration resistance) laminated safety glass with bronze obscure tint laminate and plugged to brickwork or concrete</u>				
52	Shopfront type DA08, 1,500mm wide x 2,400mm high	No	3		
53	Shopfront type SPF10, 600mm wide x 6,370mm high	No	3		
54	Shopfront type SPF12, 1,525mm wide x 2,400mm high	No	6		
55	Shopfront type SPF11, 3,000mm wide x 4,800mm high	No	1		
56	Shopfront type SPF08, 3,160mm wide x 5,860mm high	No	1		
57	Shopfront type SPF13, 3,600mm wide x 2,400mm high	No	1		
	<u>ICU bed partitions of butt glazed aluminium shopfronts</u>				
	All measurements are to to be confirmed on site before manufacturing begins.				
	<u>"Nuklip Flush Glazing system by HBS Aluminium Systems" or other approved grid and panel concept allowing glazed panels to be pre-erected vertical and horizontal, grid of 6063T6 aluminium alloy with 2mm minimum wall thickness, mechanically cleated glass panel frames, stainless steel self tapping screws, anodised or painted in accordance with SABS 999 or SABS 1578, glazing to be single factory glazed and carried out in accordance with SABS 0137, the system shall meet or exceed the requirements of AAAMSA performance and the design loading determination by SABS 0160, installed strictly to manufacturer's specifications and sealed all around to architect's specifications (See architects drawings 103/34 and 103/35)</u>				
58	Glass wall, 835mm long x 2,060mm high overall (WT114)	No	4		
59	Glass wall, 900mm long x 1,500mm high overall (WT117)	No	1		
60	Glass wall, 1,299mm long x 2,060mm high overall (WT111)	No	2		
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61	Glass wall, 1,450mm long x 2,060mm high overall (WT115)	No	2		
62	Glass wall, 1,720mm long x 2,060mm high overall (WT105)	No	4		
63	Glass wall, 1,728mm long x 2,060mm high overall (WT102)	No	4		
64	Glass wall, 1,730mm long x 2,060mm high overall (WT106)	No	3		
65	Glass wall, 1,832mm long x 2,060mm high overall (WT104)	No	10		
66	Glass wall, 2,000mm long x 1,500mm high overall (WT116)	No	2		
67	Glass wall, 2,295mm long x 2,060mm high overall (WT112)	No	2		
68	Glass wall, 2,400mm long x 2,060mm high overall (WT109)	No	2		
69	Glass wall, 2,828mm long x 2,060mm high overall (WT113a)	No	1		
70	Glass wall, 3,100mm long x 2,060mm high overall (WT110)	No	8		
<u>THEATRE DOORS</u>					
<u>"Dortek UK" or other approved theatre doors</u>					
71	Single leaf sliding "MF-5" door with hermetic seal, 48mm PU core track faced both sides with 1mm hard plastic laminate on 5mm board, stainless steel frame to suit 230mm brick wall construction, lever handles both sides to manufacturer's specifications, white sheet steel canopy, electric and manual controls with safety photocell, built-in safety sensor and two push buttons (colour: Dortek mid blue) for opening size, 2,000 x 2,400mm (DH06 and DH08)	No	30		
Carried to Collection				R	
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	<u>SECTION 2</u>			
	<u>BILL 13</u>			
	<u>PLASTERING</u>			
	<u>PREAMBLES</u>			
	NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	Supplementary preamble items as described in Bill No. 1, shall equally apply to this Bill.			
	<u>GENERAL NOTES TO TENDERERS</u>			
	General notes, described in Bill No. 1, shall equally apply to this Bill.			
	<u>SCREEDS</u>			
	<u>Screeds on concrete</u>			
1	40mm Thick on floors and landings	m2	1 361	
2	Average 40mm thick on floors to falls	m2	8	
3	Average 75mm thick on floors to falls	m2	317	
4	40mm Thick on treads and risers of stairs	m2	51	
5	75 x 75mm Triangular mortar fillet	m	163	
	<u>Self levelling screed</u>			
	<u>Gloss finish self-levelling screed laid to manufacturer's specifications</u>			
6	2mm Thick on floors and landings (F5)	m2	1 329	
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	Plastering			

7	2mm Thick on treads and risers of stairs (F5)	m2	51		
	<u>GRANOLITHIC</u>				
	<u>Untinted granolithic on concrete</u>				
8	22mm Thick on floors and landings	m2	6		
	<u>INTERNAL PLASTER</u>				
	<u>One coat cement plaster wood floated on brickwork</u>				
9	On brick walls	m2	1 128		
10	On narrow widths	m2	40		
	<u>One coat cement plaster with one coat gypsum skim plaster finishing coat</u>				
11	On brick walls	m2	2 660		
12	On narrow widths	m2	86		
	<u>EXTERNAL PLASTER</u>				
	<u>Cement plaster on brickwork</u>				
13	On walls	m2	1 143		
14	On narrow widths	m2	40		
	<u>Cement plaster on concrete</u>				
15	On ceilings	m2	8		
	<u>SPECIALIST PLASTER WALL COVERINGS</u>				
	<u>1mm Thick "Marmoran Marakesh" or other approved resin bonded fine-textured specialised wall coating applied with texture roller on and including primer etc. by specialist applicator to manufacturer's specifications on plaster</u>				
16	On walls (E3)	m2	640		
17	On narrow widths (E3)	m2	20		
	Carried to Collection			R	
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	Plastering				

	<u>1mm Thick "Marmoran Permaspray - Rhine Castle colour" or other approved spray wall coating incorporating marble aggregate and acrylic resin, applied with a hooper gun on and including primer etc. by specialist applicator to manufacturer's specifications on plaster</u>				
18	On walls (E2)	m2	327		
19	On ceilings (E2)	m2	8		
20	On narrow widths (E2)	m2	20		
Carried to Collection					R
Section No. 1 Builder's Work Bill No. 13 Plastering					

<p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 13</p> <p>Plastering</p> <p><u>COLLECTION</u></p> <p>Total Brought Forward from Page No.</p> <p>Carried Forward to Summary of Section No. 1</p> <p>Section No. 1 Builder's Work Bill No. 13 Plastering</p>	<p>Page No</p> <p>189</p> <p>190</p> <p>191</p>		<p>Amount</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>R</p>
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<p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 14</p> <p>Tiling</p> <p><u>COLLECTION</u></p> <p>Total Brought Forward from Page No.</p> <p>Carried Forward to Summary of Section No. 1</p> <p>Section No. 1 Builder's Work Bill No. 14 Tiling</p>	<p>Page No</p> <p>193</p> <p>194</p>		<p>Amount</p>
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Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL 15</u></p> <p><u>PLUMBING AND DRAINAGE</u></p> <p><u>PREAMBLES</u></p> <p>NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Supplementary preamble items as described in Bill No. 1, shall equally apply to this Bill.</p> <p><u>Concrete pipes:</u></p> <p>Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings</p> <p><u>uPVC pipes and fittings:</u></p> <p>Soil, waste and vent pipes and fittings shall be solvent weld jointed</p> <p><u>uPVC pressure pipes and fittings:</u></p> <p>Pipes for water supply shall be of the class stated</p> <p>Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings</p> <p>Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints</p>			
	Carried to Collection		R	
	<p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 15</p> <p>Plumbing and Drainage (Provisional)</p>			

Copper pipes:

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Wire gratings

Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings

Exposed concrete surfaces

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

Carried to Collection

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**Section No. 1
Builder's Work
Bill No. 15
Plumbing and Drainage (Provisional)**

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

"Soft rock" and "hard rock" shall be as defined in "Earthworks"

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding

Flush pans

Flush pans shall have straight or side outlets and "P" or "S" traps as necessary

Stainless steel basins, sinks, wash troughs, urinals, etc.

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable

Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings

Steel sectional water tanks

Tanks shall comply with SABS CKS 114

Carried to Collection

**Section No. 1
Builder's Work
Bill No. 15
Plumbing and Drainage (Provisional)**

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"Densyl" petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd.

Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied with minimum 15mm lap per spiral unless otherwise described

Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including all mastic, tape, "Layflat" sheeting, securing of same, etc

GENERAL NOTES TO TENDERERS

General notes, described in Bill No. 1, shall equally apply to this Bill.

STORMWATER DRAINAGE

"Fullflow" cast iron outlet

1	110mm Vertical outlet cast into concrete	No	18
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Class 34 PVC pipes

2	110mm Diameter pipe cast in concrete column, etc	m	108
3	Extra over 110mm diameter pipe for bend	No	36
4	Extra over 110mm diameter pipe for shoe	No	18

RAINWATER DISPOSAL

0,6mm Galvanised sheet iron "Chromadek" finished gutters and rainwater pipes

5	150 x 150mm Eaves gutters	m	134
6	Extra over 150 x 150mm eaves gutter for stopped end	No	16
7	Extra over 150 x 150mm eaves gutter for angle	No	2
8	Extra over 150 x 150mm eaves gutter for outlet for 100 x 100mm pipe	No	16
9	100 x 100mm Rainwater pipes	m	124

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**Section No. 1
Builder's Work
Bill No. 15
Plumbing and Drainage (Provisional)**

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15	540 x 540mm "Model CH" slop hopper manufactured from grade 304 (18/10) 1,2mm stainless steel with a 100mm high integral splashback to the rear and both sides, the cone has an integral flushing rim and a 110mm waste outlet for pan connector, the inlet fitted with a 38 x 250mm long vertical flush pipe for a standard flush valve, fitted with a hinged bucket grid manufactured from 10mm diameter grade 304 (18/10) stainless steel round bar complete with 40 x 40mm square stainless steel wall mounting gallow brackets and four anchor bolts, installed together with approved 11 litre stainless steel high level cistern fitted with supa flush valve and pull chain, 41mm diameter stainless steel flush pipe and 41mm chrome plated coupling which is reduced on one end to fit 38mm diameter connection unit, code C-FM8.20 compression pan connector to suit and 110mm diameter waste outlet (ZB06)	No	3		
	<u>Vitreous china etc.</u>				
16	"Tuscany" or other approved vitreous china 90 degree outlet close rim washdown pan with matching 7 litre pushbutton top dual flush cistern complete with lid and fitments, with quality approved heavy duty wooden toilet seat (ZE05)	No	11		
17	560 x 415mm "Tuscany" or other approved vitreous china rounded basin with three semi-punched tapholes with integrated overflow, 15mm "NM-851" CP elbow action basin mixer with progressive cartridge, pop-up waste assembly, mounting kit, 400mm long flexible connector pipes with angle valves, basin bolted to wall with two 10mm bolts in strict accordance to manufacturer's specification (ZC06)+(ZG06)	No	4		
18	630 x 500mm "Sola Medical" or other approved fine fireclay rounded basin with no tapholes, overflow- or chaninstay holes, 15mm "NM-8591" CP elbow action basin mixer with progressive cartridge, pop-up waste assembly, mounting kit, 400mm long flexible connector pipes with angle valves, basin bolted to wall with two 10mm bolts in strict accordance to manufacturer's specification (ZC08)+(ZG06)	No	31		
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Plumbing and Drainage (Provisional)					

19	600 x 385 x 380mm "Lavatera" vitreous china wall hung urinal with back inlet, "Code 7054Z2" back inlet fittings, 38mm CP domical grating, spreader with 20mm diameter hthread and to hanger brackets (flushing valve elsewhere) (ZD07)	No	1		
	<u>WASTE UNIONS ETC</u>				
20	32mm Basin waste union	No	38		
21	38mm Bath or sink waste union	No	8		
	<u>TRAPS ETC</u>				
	Traps, etc including joints to steel pipe and/or fittings unless otherwise described				
	<u>uPVC etc.</u>				
22	40 x 300mm Sink combination for double bowl with deepseal "P" trap	No	4		
	<u>Brass</u>				
23	40mm Shower trap including stainless steel grating	No	5		
	<u>"Cobra Watertech" or other approved CP</u>				
24	32mm 340 CP bottle trap	No	35		
25	40mm 345/40 CP bottle trap with tail pipe	No	1		
	<u>TAPS, VALVES, ETC</u>				
	<u>"Franke, Cobra" or other approved</u>				
26	15mm CP angle regulating valve	No	108		
27	15mm "515-21" CP elbow action pillar type sink mixer with aerated swan neck swivel outlet (ZH77)	No	8		
28	FJ8.102CP "Flushmaster Junior" urinal flush valve	No	1		
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	Plumbing and Drainage (Provisional)				

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<u>6mm Silvered float glass copper backed mirrors with 10mm bevelled and polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete</u>	No	33	R
3 Mirror 600 x 900mm high with four dome-head mirror screws (ZF32)			
Section No. 1 Builder's Work Bill No. 16 Glazing	Carried to Collection		

<p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 16</p> <p>Glazing</p> <p><u>COLLECTION</u></p> <p>Total Brought Forward from Page No.</p> <p>Carried Forward to Summary of Section No. 1</p> <p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 16</p> <p>Glazing</p>	<p>Page No</p> <p>207</p> <p>208</p>		<p>Amount</p> <p>-----</p> <p>-----</p> <p>R</p>
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Carried to Collection

<p>Section No. 1</p> <p>Builder's Work</p> <p>Bill No. 17</p> <p>Paintwork</p> <p><u>COLLECTION</u></p> <p>Total Brought Forward from Page No.</p> <p>Carried Forward to Summary of Section No. 1</p> <p>Section No. 1 Builder's Work Bill No. 17 Paintwork</p>	<p>Page No</p> <p>210</p> <p>211</p> <p>212</p>		<p>Amount</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>R</p>	
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Section No. 1				
Builder's Work				
SECTION SUMMARY - Builder's Work				
Bill No		Page No		Amount
1	Alterations (Provisional)	118		
2	Earthworks (Provisional)	124		
3	Concrete, Formwork & Reinforcement	130		
4	Masonry	136		
5	Waterproofing	139		
6	Roof Coverings	142		
7	Carpentry and Joinery	154		
8	Ceilings, Partitions and Access Flooring	159		
9	Floor Coverings, Plastic Linings, etc	163		
10	Ironmongery	174		
11	Structural Steelwork	178		
12	Metalwork	188		
13	Plastering	192		
14	Tiling	195		
15	Plumbing and Drainage (Provisional)	206		
16	Glazing	209		
17	Paintwork	213		
Carried to Final Summary (Bills of Quantities)			R	
Section No. 1				
Builder's Work				

Item No		Quantity	Rate	Amount
	<p><u>SECTION 3</u></p> <p><u>BILL 1</u></p> <p><u>EXTERNAL WORKS (PROVISIONAL)</u></p> <p><u>PREAMBLES</u></p> <p>NOTE : Tenderers are advised to study the "MODEL PREAMBLES FOR TRADES" (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors before pricing this bill.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Tenderers are advised that this Bill or any items within this Bill or any combination of the other Bills or items may be omitted from the contract should their tender be successful. Rates should therefore allow for the possibility that the contract might only consist of this Bill or any combination of some of these Bills or items. No claim whatsoever will be entertained for change of scope resulting from adjudicating the Bills individually</p> <p><u>GENERAL NOTES TO TENDERERS</u></p> <p>Tenderers are to inspect the drawings issued with these Bills of Quantities and to satisfy themselves as to the nature and the requirements of the Contract works. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard</p>			
	<p>Carried to Collection</p>		R	
	<p>Section No. 2 External works Bill No. 1 External works</p>			

Tenderers are to read the descriptions, which are intended as a means of identifying various facets of the work, in conjunction with the drawings. Tenderers shall allow for all costs in connection with the various items taking full cognisance of both the drawings and the Bills of Quantities.

Tenderers shall notify the Quantity Surveyor in writing of any discrepancies encountered upon which clarification will be given by the Quantity Surveyor in writing to the Tenderer. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard

Tenderers are to note that setting out of the works will be the complete responsibility of the Tenderer and they should therefore acquaint themselves with the site boundaries, site co-ordinates, datum levels etc. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard

The descriptions in these bills of quantities are to be read in conjunction with the drawings as prepared by Fhatani Consulting Engineers as they are a means of identifying the various facets of the work. Tenderers shall allow for all costs in connection with the various items taking full cognisances of drawings and the descriptions in the these bills of quantities.

Tenderers are advised to allow for all site accommodation that they deem necessary and are to price for it in their rates and/or the preliminaries, as no accommodation shall be provided by the client.

The tenderer is to make allowance, in the rates for excavation in soft rock and/or hard rock, for any blasting of rock that they may deem necessary, as no blasting costs shall be paid for separately

The tender is to take note when pricing for the rock removal and/or blasting, that due care and diligence will need to be taken, as it is a live hospital in a built-up area and that other methods may be required for the removal of the rock instead of blasting, as no claims in this regard will be entertained

Carried to Collection

Section No. 2
External works
Bill No. 1
External works

R

	The contractor is to provide a blasting methodology for approval by the engineer.				
	A pre-blast survey of surrounding buildings is to be conducted with the engineer in attendance.				
	<u>DEMOLITIONS ETC</u>				
	<u>Breaking up and removing</u>				
1	85mm Thick concrete surface beds, paving, etc.	m2	444		
2	600mm Wide x 300mm thick segmental storm water channel	m	25		
3	Manhole, 600 x 600 x 1,000mm deep with one brick walls, concrete base and slab with cast iron cover and frame	No	3		
4	Manhole, 900 x 900 x 1,500mm deep with one brick walls, concrete base and slab with cast iron cover and frame	No	2		
	<u>Taking down and removing</u>				
5	300mm Wide rubble stone wall 600m high above ground and 300mm high below ground with and including 600 x 230mm thick mass concrete strip footing	m	53		
	<u>Demolishing and removing</u>				
6	Walkways with steel structure including concrete bases and curved corrugated iron roof sheeting, approximately 2,5m wide on plan (Credit R.....)	m	117		
	<u>SITE CLEARANCE ETC</u>				
	<u>Site clearance</u>				
7	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	1 200		
8	Stripping average 100mm thick layer of top soil and stockpiling on site	m2	1 200		
	Carried to Collection			R	
Section No. 2					
External works					
Bill No. 1					
External works					

<u>REMOVAL OF TREES ETC</u>			
<u>Cutting down and removing, grubbing up roots and filling in holes</u>			
9	Tree exceeding 200mm and not exceeding 500mm girth	No	2
10	Tree exceeding 1,000mm and not exceeding 1,500mm girth	No	2
11	Tree exceeding 2,000mm and not exceeding 2,500mm girth	No	2
<u>BULK EXCAVATION, FILLING, ETC. - BUILDING PLATFORMS</u>			
<u>Open face excavation in earth over sloping site</u>			
12	Open face excavation	m3	1 442
<u>Extra over bulk excavation in earth for excavation in</u>			
13	Soft rock	m3	144
14	Hard rock	m3	144
<u>Extra over all excavations for carting away</u>			
15	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	841
<u>Keeping excavations free of water</u>			
16	Keeping excavations free of all water other than subterranean water		Item
<u>Keeping excavations free of subterranean water</u>			
17	Keeping excavations free of subterranean water		Item
<u>Earth filling obtained from the excavations (not compacted)</u>			
18	In prescribed stock piles on site	m3	1 201
Carried to Collection			
Section No. 2			
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	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density</u>				
19	Over site to form platforms	m3	1 201		
	<u>Earth filling supplied and brought onto the site by the contractor under floors, steps, pavings, etc.</u>				
20	G9 quality material in accordance with SABS 1200 DM compacted to 93% Mod AASHTO density	m3	180		
	<u>Earth filling (G7 quality material or similar approved) supplied and brought onto site by the contractor compacted to 95% Mod AASHTO density</u>				
21	G8 quality material in accordance with SABS 1200 DM compacted to 90% Mod AASHTO density	m3	180		
	<u>Earth filling (G5 material or similar approved) in accordance with SABS 1200 ME, stabilised with 3% OPC, supplied and brought onto site by the contractor and compacted to 98% Mod AASHTO density</u>				
22	G6 quality material in accordance with SABS 1200 DM compacted to 93% Mod AASHTO density	m3	180		
23	G5 material in accordance with SABS 1200 ME, stabilised with 3% OPC and compacted to 98% Mod AASHTO density	m3	360		
	<u>Imported 19mm quality crusher stone material placed in a 100mm thick layer compacted to 95% Mod AASHTO</u>				
24	Under floors, steps, pavings, etc.	m3	120		
	<u>Compaction of surfaces</u>				
25	Compaction of ground surface under floors etc including ripping and scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	2 810		
Carried to Collection				R	
Section No. 2					
External works					
Bill No. 1					
External works					

	<u>Prescribed density tests on filling etc.</u>				
26	"Natural California Bearing Ratio" test	No	56		
27	"Field Density" test including "Optimum Moisture Content" (four readings per test)	kg	56		
	<u>GRASSING ETC.</u>				
	<u>Garden soil filling obtained from the excavations and/or prescribed stock piles on site including haulage approximately 100m from perimeter of excavations or stock piles</u>				
28	To landscape mounds, berms, etc	m3	45		
	<u>Grassing of rolls approximately 50mm thick</u>				
29	"Kikuyu" grass over site	m2	300		
	<u>Fertilizing</u>				
30	Fertilizing grassed areas with approved fertilizer at a rate of 1kg/m2 after completion of planting	m2	300		
	<u>Maintenance</u>				
31	Maintenance of grassed areas for a period of 3months including regularly weeding and irrigating as necessary	m2	300		
	<u>RETAINING STRUCTURES / WALLS / PLANTERS(Concrete walls, brick walls or interlocking blocks)</u>				
	<u>Excavation not exceeding 2m deep</u>				
32	Trenches	m3	120		
	<u>Extra over trench and hole excavations in earth for excavation in</u>				
33	Soft rock (Provisional)	m3	12		
34	Hard rock (Provisional)	m3	30		
	Carried to Collection			R	
	Section No. 2				
	External works				
	Bill No. 1				
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	<u>Rough formwork to sides</u>				
46	Walls not exceeding 3,5m high above bearing level in foundations (provisional)	m2	20		
47	Walls exceeding 3,5m not exceeding 5m high above bearing level	m2	53		
	<u>Mild steel reinforcement to structural concrete work</u>				
48	10mm Diameter bars	t	1.98		
	<u>High tensile steel reinforcement to structural concrete work</u>				
49	12mm Diameter bars	t	1.98		
	<u>"Envirowall" or other approved precast concrete interlocking retaining blocks finished smooth on exposed surfaces</u>				
50	Retaining structures with stepped face and curves as required to suit slopes of average 3,5m high of interlocking blocks laid with horizontal bed joints to 65 degree slope, including average 500mm thick compacted earth filling behind the blocks and filling blocks with garden soil lightly tamped as the work proceeds	m2	44		
51	Retaining wall fabric grid type GX35/35 in filling behind retaining wall	m2	44		
	<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>				
52	Half brick walls	m2	9		
53	Half brick linings to concrete	m2	36		
54	One brick walls	m2	5		
55	One-and-a-half brick walls	m2	53		
56	345mm Solid walls of two half brick skins with 115mm 15MPa concrete in cavity including wire ties	m2	70		
	Carried to Collection			R	
	Section No. 2				
	External works				
	Bill No. 1				
	External works				

	<u>Brickwork reinforcement</u>				
57	75mm Wide reinforcement built in horizontally	m	2 169		
58	150mm Wide reinforcement built in horizontally	m	683		
	<u>"Corobrick - Agate Satin FBX" or other approved clay FBX face brick pointed with recessed horizontal and vertical joints to comply with SABS 227</u>				
59	Extra over brickwork for face brickwork in stretcher bond	m2	133		
	<u>Brick-on-edge header course copings, sills, etc of "Corobrick - Agate Satin FBX" or similar approved face bricks pointed with recessed joints on all exposed faces</u>				
60	Coping on top of one-and-a-half brick wall	m	121		
	<u>"Derbigum SP4" fully bonded waterproofing</u>				
61	On sloping floors	m2	1		
62	On walls	m2	154		
	<u>"Bitumen" impregnated SOFT BOARD protection layer</u>				
63	12mm Softboard to waterproofed walls	m2	154		
	<u>Wrought laminated hardwood</u>				
64	85mm Thick x 460mm wide x 3,025mm long seat with eight 8mm diameter holed for bolts (bolts elsewhere)	No	4		
	<u>Bolts</u>				
65	100mm M8 rawl bolt	No	32		
	<u>Screeds on concrete</u>				
66	Average 100mm thick on floors to falls	m2	1		
67	75 x 75mm Triangular mortar fillet	m	9		
	Carried to Collection			R	
	Section No. 2				
	External works				
	Bill No. 1				
	External works				

	<u>Cement plaster on brickwork</u>				
68	On walls	m2	127		
	<u>Weepholes</u>				
69	50mm Diameter uPVC drainage pipe through 230mm planter wall	No	4		
70	50mm Diameter uPVC drainage pipe through 350mm retaining wall	No	54		
	<u>Three coats clear wood preservative</u>				
71	On timber seat	m2	14		
	<u>ROADWORK AND PAVING</u>				
	<u>Earth filling supplied and brought onto the site by the contractor under pavings etc.</u>				
72	G7 material in accordance with SABS 1200 DM compacted to 93% Mod AASHTO density	m3	115		
73	G5 material in accordance with SABS 1200 ME, stabilised with 3% OPC and compacted to 95% Mod AASHTO density	m3	115		
74	C4 material stabilised with 4% (OPC) Portland blast furnace cement and compacted to 95% Mod AASHTO density	m3	115		
	<u>Compaction of surfaces</u>				
75	Compaction of ground surface under pavings etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	770		
	<u>Prescribed density tests on filling</u>				
76	In-situ dry density (sand replacement) test in accordance with method A10 (a) of TMH 1	No	8		
77	Maximum dry density and optimum moisture content test in accordance with method A7 of TMH 1	No	15		
	Carried to Collection			R	
	Section No. 2				
	External works				
	Bill No. 1				
	External works				

	<u>Precast concrete block road surfacing</u>				
	Paving is to be laid in accordance with SABS 1200 MJ, SABS 1058 and the Concrete Masonry Association's specifications				
	Paving is to be laid to herringbone pattern on 20mm (thickness after final compaction) clean river sand (preparation of ground or filling elsewhere)				
	Clean sand is to be swept into joints between roadstones				
	<u>60mm Multi-coloured concrete paving in patterns to architect's design</u>				
78	Paving to parking areas etc to falls	m2	770		
79	200mm Edging on and including 200 x 150mm thick unreinforced concrete bedding including excavation, formwork, etc	m	239		
	<u>CARPORTS AND COVERED WALKWAYS</u>				
	<u>Excavation in earth etc not exceeding 2m deep for</u>				
80	Trenches	m3	84		
81	Holes	m3	33		
	<u>Extra over trench and hole excavations in earth for excavation in</u>				
82	Soft rock (Provisional)	m3	12		
83	Hard rock (Provisional)	m3	6		
	<u>Extra over all excavations for carting away</u>				
84	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	85		
	<u>Risk of collapse of excavations</u>				
85	Vertical sides of trench and hole excavations not exceeding 1,5m deep	m2	426		
	Carried to Collection			R	
	Section No. 2				
	External works				
	Bill No. 1				
	External works				

	<u>Keeping excavations free of water</u>				
86	Keeping excavations free of water		Item		
	<u>Earth filling from the excavations compacted in layers of 150mm thick to 93% Modified AASHTO density</u>				
87	Backfilling to trenches, holes, etc	m3	32		
	<u>15Mpa/ 19mm mass concrete</u>				
88	Blinding (Provisional)	m3	1		
	<u>25Mpa/19mm concrete</u>				
89	Strip footings	m3	32		
90	Bases	m3	33		
	<u>High tensile steel reinforcement to structural concrete work</u>				
91	8 to 16mm Diameter bars	t	0.81		
	<u>Mild steel reinforcement to structural concrete work</u>				
92	8 to 16mm Diameter bars	t	0.81		
	<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>				
93	One brick walls in foundations	m2	127		
	<u>Brickwork reinforcement</u>				
94	150mm Wide reinforcement built in horizontally in foundations	m	1 490		
	<u>Clay FBX face brick pointed with recessed horizontal and vertical joints to comply with SABS 227 (allow R4,000/m2 prime cost for bricks supplied to site (excluding VAT))</u>				
95	Extra over brickwork for face brickwork in stretcher bond with additional wall ties as required in foundations	m2	80		
Carried to Collection					R
Section No. 2 External works Bill No. 1 External works					

<u>Brick-on-edge header course copings, sills, etc of "Corobrick - Travertine FBX" or similar approved face bricks pointed with recessed joints on all exposed faces</u>					
96	Coping on top of one brick wall	m	235		
<u>0,58mm "Brownbuilt profile" or other approved (Heavy Industrial) galvanised roof sheeting roll-formed in continous lenghs from certified galvanized steel Z200 complying with ISQ 300 with a Chromadek® finish to one side and standard backing coat, Pebble Grey to other and fixed to steel purlins using D1 Starting clips, D2 Duplex clips and D3 Finishing clips and class 3 fastners, in strict accordance with manufacturer's specifications</u>					
97	Roof covering with pitch not exceeding 25 degrees fixed to steel	m2	410		
<u>Welded columns in single lengths with flat section base, top, bearer and connection plates bolted to rafters</u>					
98	203 x 133mm x 30kg/m I-section columns	t	4.28		
<u>Welded beams in single lengths with flat section bearer and connection plates bolted to CHS columns</u>					
99	IPE 120 x 64mm x 10.4kg/m I-section beams	t	1.28		
<u>Bolts to columns, beams, etc</u>					
100	25mm Diameter x 3,000mm long galvanised support cable with toggle fork on one end and toggle fork with turn buckel to other end	No	34		
101	25mm Diameter x 150mm long fixing pin	No	67		
102	300 x 70 x 8mm Triangular plate holed for bolts	No	67		
103	400 x 400 x 8mm Triangular gusset plate holed for bolts	No	34		
104	High tensile bolts	t	0.10		
105	530mm Long M25 grade 8.8 cast-in H.D. bolt embedded in top of concrete.	No	94		
Carried to Collection				R	
Section No. 2					
External works					
Bill No. 1					
External works					

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	<u>Precast concrete channels</u>				
114	460 x 170mm Channels with 310 x 110mm deep segmental channel	m	15		
115	Extra for angles, intersections, ends, dressing into sides of catchpits, etc	No	1		
	<u>STORMWATER DRAINAGE</u>				
	<u>Class 100D concrete pipes with spigot and socket joints with rubber rings</u>				
	All stormwater pipes are hereby deemed to include excavation, selected bedding material to the Engineer's approval, backfilling of selected excavated material in compacted layers to the Engineer's approval and disposal of surplus material and shall be deemed to include additional excavation and backfilling necessary at joints, risk of collapse of excavations and keeping excavations free of water				
116	Cutting into side of existing manhole for and connecting 750mm pipe, including making good all round	No	1		
117	450mm Pipes laid in and including trenches exceeding 2m not exceeding 3m deep	m	45		
	<u>Junction boxes, grid inlets, manholes, field inlets, kerb inlets, etc. to engineers details, (gratings and covers elsewhere):</u>				
118	Grid inlet chamber size 600 x 600mm x not exceeding 500mm deep internally	No	4		
119	Junction box size 900 x 900mm x exceeding 1,000 and not exceeding 1,500mm deep internally	No	1		
	<u>Besaans du Plessis cast iron gratings, covers, etc.:</u>				
120	600 x 600mm Type 60 cast iron dished grating and frame.	No	5		
121	Lifting key for manhole cover	No	1		
122	Step irons	No	15		
	Carried to Collection			R	
	Section No. 2				
	External works				
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	External works				

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	<u>Catchpits, inspection chambers, etc including concrete kerbs or precast concrete cover slabs to engineers details (gratings and covers elsewhere)</u>				
133	Excavate for and build manhole all inclusive 1,000mm diameter with invert level not exceeding 1m deep including excavations, backfilling, precast concrete rings, concrete base and benching, channels, slabs, etc. to engineers detail (cover and frame elsewhere)	No	4		
134	Excavate for and build manhole all inclusive 1,000mm diameter with invert level exceeding 1m and not exceeding 2m deep including excavations, backfilling, precast concrete rings, concrete base and benching, channels, slabs, etc. to engineers detail (cover and frame elsewhere)	No	5		
	<u>Cast iron gratings, covers, etc</u>				
135	600mm Diameter cast iron light duty dished grate and frame as SABS 558 type 2952 with a mass of 49,5 kg, the frame bedded in rebate in cement mortar and the cover in grease.	No	4		
136	600mm x 600mm coated cast iron double seal manhole cover and frame as SABS 558 type 8B having a mass of 124 kg, the frame bedded in rebate in cement mortar and the cover in grease.	No	5		
137	Lifting key for manhole cover	No	1		
	<u>Sundries</u>				
138	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in soft rock	m3	21		
139	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in hard rock	m3	10		
140	Extra over excavation for pipe trenches, chambers, etc for carting away surplus material to a dumping site to be located by the contractor	m3	28		
141	Extra over backfilling to drain trenches, chambers, etc for earth backfilling supplied by the contractor	m3	28		
142	Cutting into existing 160mm drain pipe for and forming junction with 160mm pipe	No	1		
	Carried to Collection			R	
	Section No. 2				
	External works				
	Bill No. 1				
	External works				

	<u>Testing</u>				
143	Testing waste pipe system		Item		
	<u>WATER SUPPLIES</u>				
	<u>Class 12 uPVC pressure pipes</u>				
144	110mm Diameter pipes laid in trenches exceeding 1m and not exceeding 2m deep	m	20		
	<u>Extra over uPVC pressure pipes for solvent welded pressure fittings</u>				
145	110mm End cap	No	0.2		
146	110mm Reducer	No	0.4		
147	110mm Bend	No	0.4		
148	110mm Tee	No	0.4		
149	50 x 110 x 110mm Reducing tee	No	0.2		
	<u>HDPE polyethelene Class 10 piping with screw type pressure fittings</u>				
150	25mm Diameter pipes laid in and including trenches	m	50		
151	50mm Diameter pipes laid in and including trenches	m	25		
	<u>Extra over polyethylene pipes for fittings</u>				
152	25mm Fittings	No	1		
153	50mm End cap	No	1		
154	50mm Reducer	No	1		
155	50mm Tee	No	1		
156	50mm Reducing tee	No	1		
	<u>Testing</u>				
157	Testing water pipe system		Item		
	Carried to Collection			R	
	Section No. 2				
	External works				
	Bill No. 1				
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Section No. 2				
External works				
Bill No. 1				
External works				
<u>COLLECTION</u>				
	Page No		Amount	
Total Brought Forward from Page No.	215			
	216			
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	231			
	232			
Carried to Final Summary (Bills of Quantities)			R	
Section No. 2				
External works				
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<u>The following budgetary allowances are for work to be executed by the Contractor</u>			
<p>Note: Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part, if not required, without any compensation for loss of profit</p>			
<p>Note: Budgetary allowances listed below are for work to be executed by the Main Contractor and will be measured and valued in terms of rates submitted against similar items in these bills.</p>			
<p>Note: These items are to be taken into account in the pricing of Preliminaries and General as they will not attract separate Preliminaries of their own.</p>			
17 Provide the amount as indicated for builders work related services	Item		50 000.00
Carried to Collection			
Section No. 3 Provisional Sums Bill No. 1 Provisional Sums			

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Section No	FINAL SUMMARY (BILL OF QUANTITIES)		Page No		Amount
	Preliminaries		Item		
1	Builder's Work		214		
2	External works		233		
3	Provisional Sums		237		
	SUB-TOTAL			R	
	Part B: Electrical Installation (separate document)		Item		
	Part C: Mechanical Installation (separate document)		Item		
	Part D: IT Installation (separate document)		Item		
	Part E: Fire Installation (separate document)		Item		
	SUB-TOTAL			R	
	Allow the sum for Contingencies		Item		3 500 000.00
	Allow the sum for (CPAP) Contract Price Adjustment Provision		Item		6 825 000.00
	Allow the sum for Mandatory training (see Contract Data - clause A3)		Item		2 000 000.00
	SUB-TOTAL including Contingencies, but excluding Value Added Tax (VAT)			R	
	ADD: Value Added Tax (VAT) calculated at the rate of 15%			R	
	SUB-TOTAL			R	
	LESS: Credit for old materials		Item		
	TOTAL CARRIED TO FORM OF TENDER			R	

NORTH WEST PROVINCIAL GOVERNMENT
DEPARTMENT OF HEALTH
REPAIRS AND RENOVATION WORKS TO ICU UNIT
AT
JOB SHIMANKANE TABANE HOSPITAL, RUSTENBURG

C3 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objective is to provide the Job Shimankane Tabane Hospital, Rustenburg, with required Repairs and Renovation Works

1.2 Overview of the works

The project comprises the Job Shimankane Tabane Hospital, Rustenburg, with required Repairs and Renovation Works, as well as related services in accordance with the drawings and specifications that will be provided to the contractor

1.3 Extent of the works

The works include the Job Shimankane Tabane Hospital, Rustenburg, with required the alterations and additions to the ICU Unit as well as the related external works and services as will be indicated on the drawings and in accordance with the specifications provided to the contractor

1.4 Location of the works

The site is at Job Shimankane Tabane Hospital, Rustenburg

Temporary works

There are no temporary works involved on this project

2 DRAWINGS

The drawings used for setting up the Bills of Quantities can be inspected at the offices of the Principal Agent.

- **Architectural drawings**

To be provided at site hand over

3 PROCUREMENT

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

3.1.1 Requirements for the sourcing and engagement of labour.

3.1.1.1 Labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

3.1.1.2 The rate of pay set for the SPWP is as follows:

Description	Daily wage for 8 hour work day
Unskilled labour	R100.00
Semi skilled labour	R120.00
Skilled labour	R150.00
Supervisor	R300.00

3.1.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

3.1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 3.1.1.3.

3.1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income;
- d) those who are not in receipt of any social security pension income

3.1.1.6 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 26 % (8 Nr) women (including youth);
- b) 42% (13 Nr) youth who are between the ages of 18 and 35; and
- c) 32% (10 Nr) on None accredited persons to be trained.

3.1.2 Specific provisions pertaining to SANS 1914-5

3.1.2.1 Definitions

3.1.2.1.1 Targeted labour: Unemployed persons who are employed as local labour on the project.

3.1.2.2 Contract Participation Goal

3.1.2.2.1 The minimum Contract Participation Goal applicable to the Contract is 30%.

3.1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes. The Person / days will be calculated in accordance with Appendix E.3: Contract Person / Days Calculation Format.

3.1.2.3 Terms and conditions for the engagement of targeted labour

3.1.2.3.1 Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts to be signed between the Contractor and workers will be in accordance with the pro-forma contract, attached as Appendix E.1.

3.1.2.3.2 Further to the provisions of clause 5.2 of SANS 1914-5, the Contractor will use the pro-forma attendance register, attached as Appendix E.2, to record the required information as per said clause.

3.1.2.4 Variations to the SANS 1914-5

None

3.1.2.5 Training of targeted labour

3.1.2.5.1 The Employer will appoint a service provider that will provide training to the workers. The Contractor need not to provide for payment of said service provider.

3.1.2.5.2 Workers will receive 2 days training per every 22 working days for the duration of the Contract.

3.1.2.5.3 An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend training, in terms of 3.1.2.5.

3.1.2.5.4 Records pertaining to the attendance, progress and performance of trainees will be kept by the Contractor and made available to the Employer.

3.1.2.5.5 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.

4. MANAGEMENT

4.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

4.2 Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

4.3 Management meetings

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

4.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report during site meetings, which will be used by the consultant to update the client.

4.5 Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the consultant.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, eg BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.


4.6 EPWP labour intensive specification


Labour intensive competencies of supervisors and management staff

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	 any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and

		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	 any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

5 ADDENDA

- 5.1 Occupational Health and Safety Regulations (*ADDENDUM A*)
- 5.2 Standard Occupational Health and Safety Specification (*ADDENDUM B*)
- 5.3 Environmental Management Plan (*ADDENDUM C*)
- 5.4 Pro-forma contract between Contractor and Worker (*ADDENDUM D*)
- 5.5 Pro-forma Attendance Register (*ADDENDUM E*)
- 5.6 Contract Person / Days Calculation Format (*ADDENDUM F*)
- 5.7 Contractor monthly report format (see 4.4 above) also available in electronic format (*ADDENDUM G*)
- 5.8 Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (*ADDENDUM H*)
- 5.9 Drawings (*ADDENDUM I*)

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

**REPAIRS AND RENOVATION WORKS TO ICU UNIT
AT
JOB SHIMANKANE TABANE HOSPITAL, RUSTENBURG**

C4 Site Information

There is no site information

- 1 *Describe the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming an to evaluate his risks. Only actual information about physical conditions of the site and its surroundings is included.*

In the case of refurbishment projects, site information would be the as-built drawings of the existing structure.

- 2 *May include* *sub-soil investigation, borehole records and test results
*anything about the site which impacts the contract
*information about adjacent buildings and structures, and about existing buildings and structures on the site (restrictions for heavy loads, etc
*atmospheric and environmental criteria
- 3 *Matters relating to site facilities, access, places for delivery, etc are not site information and should be included in the scope of works, as they are constraints on how the contractor executes the contract.*

ADDENDUM A

Occupational Health and Safety Regulations

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R.

..... 2003

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2003

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

SCHEDULE

Definitions

1. In these Regulations any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates—

“agent” means any person who acts as a representative for a client in the managing the overall construction work.

“angle of repose” means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on a surface, rather than sliding or crumbling away;

“batch plant” means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

“client” means any person for whom construction work is performed;

“competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

“construction work” means any work in connection with—

(a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

(b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;

(c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or

(d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“construction vehicle” means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;

“contractor” means an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;

“design” in relation to any structure includes drawings, calculations, design details and specifications;

“designer” means any person who—

- (a) prepares a design;
- (b) checks and approves a design;
- (c) arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;
- (d) architects and engineers contributing to, or having overall responsibility for the design;
- (e) build services engineers designing details for fixed plant;
- (f) surveyors specifying articles or drawing up specifications;
- (g) contractors carrying out design work as part of a design and build project;
- (h) temporary works engineer designing formwork and false work; and
- (i) interior designers, shop-fitters and landscape architects.

“ergonomics” means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;

“excavation work” means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

“explosive powered tool” means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

“fall prevention equipment” means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

“fall arrest equipment” means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts;

“fall protection plan” means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

“hazard identification” means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

“health and safety file” means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

“health and safety plan ” means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“health and safety specification” means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“material hoist” means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

“medical certificate of fitness” means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

“method statement” means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“mobile plant” means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

“National Building Regulations” means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

“person day” means one individual carrying out construction work on a construction site for one normal working shift;

“principal contractor” means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“professional engineer or professional certificated engineer” means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“professional technologist” means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“provincial director” means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

“risk assessment” means a programme to determine any risk associated with any hazard at a construction site , in order to identify the steps needed to be taken to remove, reduce or control such hazard;

“roof apex height” means the dimensional height in metres measured from the lowest ground level abutting any part of a building to the highest point of the roof;

“SABS 085” means the South African Bureau of Standards’ Code of Practice entitled

“The Design, Erection, Use and Inspection of Access Scaffolding”;

“SABS 0400” means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations;

“SABS EN 1808” means the South African Bureau of Standards’ Standard Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

“SABS 1903” means the South African Bureau of Standards’ Standard Front-end Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

"scaffold" means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

“shoring” means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and “shoring system” has a corresponding meaning;

“structure” means—

- (a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- (b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- (c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more;

“suspended platform” means a working platform suspended from supports by means of one or more separate ropes from each support;

“the Act” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“tunnelling” means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral;

Scope of application

2.(1) These Regulations, shall apply to any persons involved in construction work.

(2) The provisions of subregulation 4.(1)(a) shall not be applicable where the construction work carried out is in relation to a single storey domestic building for a client who is going to reside in such dwelling upon completion thereof.

(3) The provisions of subregulations 4.(1)(a) and 5(1), 5.(3)(a) and 5(4) shall not be applicable where the construction work is in progress and more than fifty percent thereof has been completed at the date of promulgation of these regulations: Provided that an inspector may instruct accordingly that these Regulations shall be applicable.

Notification of construction work

3.(1) A principal contractor who intends to carry out any construction work shall—

- (a) before carrying out that work, notify the provincial director in writing of the construction work if it includes—
 - (i) the demolition of a structure exceeding a height of 3 metres; or
 - (ii) the use of explosives to perform construction work; or
 - (iii) the dismantling of fixed plant at a height greater than 3m.

- (b) before carrying out that work, notify the provincial director in writing when the construction work—
 - (i) exceeds 30 days or will involve more than 300 person days of construction work; and
 - (ii) includes excavation work deeper than 1m; or
 - (iii) includes working at a height greater than 3 metres above ground or a landing.

(2) The notification to the provincial director contemplated in subregulation (1) must be done on the form similar to ADDENDUM A to these regulations.

(3) A principal contractor shall ensure that a copy of the completed form contemplated in subregulation (2) is kept on site for inspection by an inspector, client, client's agent or employee.

Client

4. (1) A client shall be responsible for the following in order to ensure compliance with the provisions of the Act—

- (a) to prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
- (b) to promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
- (c) to appoint each principal contractor in writing for the project or part thereof on a construction site;
- (d) to take reasonable steps to ensure that each principal contractor's health and safety plan as determined in subregulation 5(1) is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
- (e) to stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan contemplated in subregulation 5(1) for the site or which poses to be a threat to the health and safety of persons;
- (f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
- (g) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- (h) to ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

(2) A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in subregulation 5(1) and thereafter finally approve the health and safety plan for implementation.

(3) A client shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.

(4) No client shall appoint a principal contractor to perform construction work, unless the client is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.

(5) A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.

(6) No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

Principal Contractor and Contractor

5. (1) A principal contractor shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specification contemplated in regulation 4(1)(a), which shall be applied from the date of commencement of and for the duration of the construction work.

(2) A principal contractor shall take reasonable steps as far as is necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.

(3) A principal contractor shall be responsible for the following in order to ensure compliance with the provisions of the Act—

- (a) to provide any contractor who is making a bid or appointed to perform construction work for the principal contractor, with the relevant sections of the documented health and safety specification contemplated in regulation 4(1)(a) pertaining to the construction work which has to be performed;
- (b) to appoint each contractor contemplated in paragraph (a) in writing for the part thereof of the project on a construction site;
- (c) to take reasonable steps to ensure that each contractor's health and safety plan contemplated in subregulation (4) is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;
- (d) to stop any contractor from executing construction work which is not in accordance with the principal contractor's and/or contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- (e) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;
- (f) to ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- (g) to ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.

(4) A contractor shall provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the principal contractor's health and safety specification contemplated in regulation 5(3)(a) provided by the principal contractor, which plan shall be applied from the date of commencement of and for the duration of the construction work.

(5) A principal contractor shall discuss and negotiate with the contractor the contents of the health and safety plan contemplated in subregulation (4), and shall finally approve that plan for implementation.

(6) A principal contractor shall ensure that a copy of his or her health and safety plan contemplated in subregulation (1), as well as the contractor's health and safety plan contemplated in subregulation (4), is available on request to an employee, inspector, contractor, client or client's agent.

(7) Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and these Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principal contractor upon request.

(8) A principal contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in subregulation (7), include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

(9) A principal contractor shall ensure that in addition to the documentation required in the health and safety file as determined in subregulations (7) and (8), a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done is included and available.

(10) No principal contractor shall appoint a contractor to perform construction work unless the principal contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

(11) Where a contractor appoints another contractor to perform construction work, the responsibilities as determined in subregulations (2) to (6) that apply to the principal contractor shall apply to the contractor as if he or she were the principal contractor.

(12) No contractor shall appoint another contractor to perform construction work unless he or she is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

(13) Contractors shall co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act.

(14) Every contractor shall as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

Supervision of construction work

6.(1) Every contractor shall appoint a full-time competent employee designated in writing as the construction supervisor, with the duty of supervising the performance of the construction work.

(2) The contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in subregulation (1), and every such employee shall, to the extent clearly defined by the contractor in the letter of designation, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in subregulation (1) of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.

(3) Where the contractor has not appointed an employee as referred to subregulation (2), or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of subregulation (2) shall apply in respect of those employees as if they had in the first instance been appointed under subregulation (2).

(4) No construction supervisor appointed in terms of subregulation (1) shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that a sufficient number of competent employees have been appropriately designated under subregulation (2) on all the construction sites, the appointed construction supervisor may supervise more than one site.

(5) If, however, the construction supervisor appointed in terms of subregulation (1) for more than one construction site will not, in the opinion of an inspector, be able to supervise the works favourably, an inspector may require the contractor to appoint the required number of employees as contemplated in subregulation (2) to assist the appointed construction supervisor or instruct the contractor to appoint the construction supervisor who had been appointed in terms of subregulation (1) more appropriately.

(6) A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.

(7) The appointed construction safety officer as contemplated in subregulation (6) shall as far as is reasonably practicable be utilised to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in regulation 5(7).

(8) No contractor shall appoint a construction safety officer to assist in the control of safety related aspects on the site unless he or she is reasonably satisfied that the construction safety officer he or she intends to appoint, has the necessary competencies and resources to assist the contractor.

Risk assessment

7.(1) Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least—

- (a) the identification of the risks and hazards to which persons may be exposed to;
- (b) the analysis and evaluation of the risks and hazards identified;
- (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (d) a monitoring plan; and
- (e) a review plan.

(2) A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.

(3) Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.

(4) A contractor shall ensure that all employees under the his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

(5) A principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

(6) A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

(7) Notwithstanding the requirements laid down in subregulation (4), no contractor shall allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

(8) A contractor shall ensure that all visitors to a construction site undergoes health and safety instruction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment: Provided that where visits are made only to the site office which is not in direct contact with the construction work activities, those health and safety instructions and the provision of personal protective equipment may not apply.

(9) Every employee on site shall-

- (a) be in possession of proof of the health and safety induction training as determined in subregulation (7), issued by a competent person of the contractor prior to the commencement of construction work; and
- (b) carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

Fall protection

8. (1) A contractor shall cause—

- (a) the designation of a competent person, responsible for the preparation of a fall protection plan;
- (b) the fall protection plan contemplated in (a) to be implemented, amended where and when necessary and maintained as required;
- (c) steps to be taken in order to ensure the continued adherence to the fall protection plan.

(2) The fall protection plan contemplated in subregulation (1), shall include—

- (a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
- (b) the processes for evaluation of the employees physical and psychological fitness necessary to work at elevated positions and the records thereof;
- (c) the programme for the training of employees working from elevated positions and records thereof; and
- (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

(3) A contractor shall ensure that the construction supervisor appointed in terms of regulation 6(1), is in possession of the most recently updated version of the fall protection plan.

(4) Notwithstanding the provisions of subregulations (1) and (2), the contractor shall ensure that—

- (a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;

- (b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
 - (c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
 - (d) fall prevention and fall arrest equipment is—
 - (i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
 - (ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
 - (e) fall arrest equipment shall only be used where it is not reasonably practicable to use fall prevention equipment; and
 - (f) suitable and sufficient steps shall be taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.
- (5) Where roof work is being performed on a construction site, the contractor shall ensure that in addition to the requirements set out in subregulations (2) and (4), it is furthermore indicated in the fall protection plan—
- (a) that the roof work has been properly planned;
 - (b) that the roof erectors are competent to carry out the work;
 - (c) that no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
 - (d) that prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
 - (e) that the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
 - (f) that suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
 - (g) that there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

Structures

9. (1) A contractor shall ensure that—

- (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
- (b) no structure or part of a structure is loaded in a manner which would render it unsafe.

(2) The designer of a structure shall—

- (a) before the contract is put out to tender, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of the construction work;

- (b) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
 - (c) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor—
 - (i) a geo-science technical report where appropriate;
 - (ii) the loading the structure is designed to withstand; and
 - (iii) the methods and sequence of construction.
 - (d) not include anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
 - (e) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimise the risk;
 - (f) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
 - (g) stop any contractor from executing any construction work which is not in accordance with the relevant design;
 - (h) conduct a final inspection of the completed structure prior to its commissioning in order to render it safe for use and issue a completion certificate to the contractor; and
 - (i) ensure that when preparing the design, cognisance is taken of ergonomic design principles in order to minimise ergonomic related hazards in all phases of the life cycle of a structure.
- (3) A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.
- (4) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
- (5) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

Formwork and support work

10. A contractor shall ensure that—

- (a) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- (b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
- (c) the designs of formwork and support work structures are done upon close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted;
- (d) all drawings pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee;

- (e) all equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used;
- (f) all formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;
- (g) if, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately;
- (h) adequate precautionary measures are taken in order to—
 - (i) secure any deck panels against displacement; and
 - (ii) prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents;
- (i) as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- (j) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight, but also any imposed loads and not removed until authorisation has been given by the competent person contemplated in paragraph (a);
- (k) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- (l) all employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely; and
- (m) the foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure is stable.

Excavation work

11. (1) A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

(2) A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

(3) Every contractor who performs excavation work shall—

- (a) take suitable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- (b) not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where—
 - (i) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or

- (ii) such an excavation is in stable material: Provided that—
 - (aa) permission being given in writing by the appointed competent person contemplated in subregulation (1) upon evaluation by him or her of the site conditions; and
 - (bb) where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person contemplated in subregulation (1) and the professional engineer or technologist, as the case may be;
- (c) take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
- (d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- (e) ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons;
- (f) cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- (g) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;
- (h) cause every excavation, including all bracing and shoring, to be inspected—
 - (i) daily, prior to each shift;
 - (ii) after every blasting operation;
 - (iii) after an unexpected fall of ground;
 - (iv) after substantial damage to supports; and
 - (v) after rain,
 by the competent person contemplated in subregulation (1), in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;
- (i) cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be—
 - (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;
- (j) ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986, as amended, are complied with when entering any excavation;

- (k) ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed; and
- (l) cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

Demolition work

12.(1) A contractor shall appoint a competent person in writing to supervise and control all demolition work on site.

(2) A contractor shall ensure that prior to any demolition work being carried out, and in order also to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed.

(3) During the demolition, a competent person shall check the structural integrity of the structure at intervals determined in the method statement contemplated in subregulation (2), in order to avoid any premature collapses.

(4) Every contractor who performs demolition work shall—

- (a) with regard to a structure being demolished, take steps to ensure that—
 - (i) no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
 - (ii) all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
 - (iii) precautions are taken in the form of adequate shoring or such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- (b) not require or permit any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;
- (c) take steps to ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;
- (d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take such steps as may be necessary to ensure the stability of such structure or road and the safety of persons;
- (e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be necessary to render circumstances safe for all persons involved;
- (f) cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
- (g) cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
- (h) erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

(5) A contractor shall ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.

(6) Waste and debris shall not be disposed from a high place by a chute unless the chute—

- (a) is adequately constructed and rigidly fastened;
- (b) if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
- (c) if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
- (d) where necessary, is fitted with a gate at the bottom end to control the flow of material; and
- (e) is discharged into a container or an enclosed area surrounded by barriers.

(7) A contractor shall ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.

(8) A contractor shall ensure that equipment is not used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.

(9) Where the risk assessment indicates the presence of asbestos, a contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the, Asbestos Regulations promulgated by Government Notice No.R.155 of 10 February 2002, as amended.

(10) Where the risk assessment indicates the presence of lead, a contractor shall ensure that all lead related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.236 of 28 February 2002, as amended.

(11) Where the demolition work involves the use of explosives, a method statement is to be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and the procedures therein are adhered to.

(12) A contractor shall ensure that all waste and debris is as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

Tunnelling

13. (1) Any contractor performing tunneling activities or works, shall comply with such requirements as published under the Mine Health and Safety Act, 1996 (Act No.29 of 1996), as amended.

(2) Notwithstanding the provisions of subregulation (1), no person shall enter a tunnel, which has a height dimension less than 800mm.

Scaffolding

14. (1) Every contractor using access scaffolding, shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

(2) A contractor shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

Suspended platforms

15. (1) A contractor shall ensure that all suspended platform work operations are carried out under the supervision of a competent person who has been appointed in writing, and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

(2) No contractor shall use or permit the use of a suspended platform, unless—

- (a) the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- (b) in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
- (c) he or she is, prior to the commencement of the work, is in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in paragraph (b) and applicable to the environment in which the system is being used, prior to the commencement of the work which must include proof of the—
 - (i) competent person who has been appointed for supervision;
 - (ii) competency of erectors, operators and inspectors;
 - (iii) — operational design calculations which should comply with the requirements of the system design certificate;
 - (iv) performance test results;
 - (v) sketches indicating the completed system with the operational loading capacity of the platform;
 - (vi) procedures for and records of inspections having been carried out; and
 - (vii) procedures for and records of maintenance work having been carried out:

Provided that subregulation (2) shall only become applicable six months from the date of promulgation of these regulations.

(3) A contractor making use of a suspended platform system shall forward a copy of the certificate of system design issued by a professional engineer, certificated engineer or professional technologist including a copy of the design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work, the system would be used for.

(4) A contractor need not re-submit a copy of the certificate of system design contemplated in subregulation (3) for every new project: Provided that the environment in which the system is being used does not change to such an extent that the system design certificate is no longer applicable and, should uncertainty exist of the applicability of the system design certificate, the decision of a professional engineer, certificated engineer or professional technologist shall be decisive.

(5) A contractor shall ensure that the outriggers of each suspended platform—

- (a) are constructed of steel or any other material of similar strength and have a safety factor of at least four in relation to the load it is to carry; and
- (b) have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

(6) The contractor shall ensure that—

- (a) the parts of the building or structure on which the outriggers are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
- (b) the suspension wire rope and the safety wire rope are separately connected to the outrigger;

- (c) each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;
- (d) the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
- (e) the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;
- (f) the rope connections to the outriggers are vertically above the connections to the working platform; and
- (g) where the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of such height above the level of the working platform as to ensure the stability of the working platform.

(7) A contractor shall ensure that the suspended platform—

- (a) is suspended as near as possible to the structure to which work is being done and, except when light work is being done, is secured at every working position to prevent horizontal movement between the suspended platform and the structure;
- (b) is fitted with anchorage points to which workers shall attach the lanyard of the safety harness worn and used by the worker and such anchorage connections shall have sufficient strength to withstand any potential load applied to it; and
- (c) is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing the maximum mass load which the suspended platform can carry.

(8) A contractor shall cause—

- (a) the whole installation and all working parts of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification;
- (b) the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
- (c) the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices before they are used following every time they are erected;
- (d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform shall be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly;

(9) Notwithstanding the provisions of subregulation (8), the contractor shall cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person contemplated in subregulation (8) before they are used following every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

(10) A contractor shall ensure that the suspended platform supervisor appointed in terms of the provisions of subregulation (1), or the suspended platform inspector mentioned in subregulation (1), carries out a daily inspection of all the equipment prior to use, including establishing whether—

- (a) all connection bolts are secure;
- (b) all safety devices are functioning;
- (c) all safety devices are not tampered with or vandalised;
- (d) the maximum mass load of the platform is not exceeded;
- (e) the occupants in the suspended platform are using safety harnesses which have been properly attached;
- (f) there are no visible signs of damage to the equipment; and
- (g) all reported operating problems have been attended to.

(11) A contractor shall ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, client, client's agent or employee upon request.

(12) A contractor shall ensure that all employees required to work or to be supported on a suspended platform are—

- (a) physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;
- (b) competent in conducting their work safely relating to suspended platforms and the training which employees receive or had received must include at least—
 - (i) how to access and egress the suspended platform safely;
 - (ii) how to correctly operate the controls and safety devices of the equipment;
 - (iii) information on the dangers related to the misuse of safety devices; and
 - (iv) information on the procedures to be followed in the case of—
 - (aa) an emergency;
 - (bb) the malfunctioning of equipment;
 - (cc) the discovery of a suspected defect in the equipment; and
 - (v) instructions on the proper use of safety harnesses.

(13) Where the outrigger is to be moved, the contractor shall ensure that only persons trained and competent to effect such move, perform this task and that an inspection be carried out and the results thereof be recorded by the competent person prior to re-use of the suspended platform.

(14) A contractor shall ensure that the suspended platform is properly isolated after use at the end of each working day such that no part of the suspended platform will present a danger to any person thereafter.

Boatswain's chairs

16. (1) A contractor shall ensure that every boatswain's chair or similar device is securely suspended and is constructed in such a manner so as to prevent any occupant from falling therefrom.

(2) The contractor shall ensure that an inspection is carried out prior and a performance test immediately after, the boatswain chair has been erected and thereafter a visual inspection should be carried out on a daily basis prior to use.

Material hoists

17. (1) A contractor shall ensure that every material hoist and its tower have been constructed of sound material in accordance with the generally accepted technical standards and are strong enough and free from defects.

(2) A contractor shall cause the tower of every material hoist to be—

- (a) erected on firm foundations and secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for overtravel;
- (b) enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and
- (c) provided with a door or gate at least 2100 mm in height at each landing and such door or gate shall be kept closed, except when the platform is at rest at such a landing.

(3) A contractor shall cause—

- (a) the platform of every material hoist to be designed in such a manner that it shall safely contain the loads being conveyed and that the combined weight of the platform and the load does not exceed the designed lifting capacity of the hoist;
- (b) the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
- (c) every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when the power is not being supplied to the hoisting machinery.

(4) No contractor shall require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person shall so convey trucks, barrows or material unless such articles are so secured or contained in such a manner that displacement thereof cannot take place during movement.

(5) A contractor shall cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.

(6) A contractor of a material hoist shall not require or permit any person to operate such a hoist, unless the person is competent in the operation thereof.

(7) No contractor shall require or permit any person to ride on a material hoist.

(8) A contractor shall cause every material hoist—

- (a) to be inspected on a daily basis by a competent person who has been appointed in writing and has the experience pertaining to the erection and maintenance of material hoists or similar machinery.
- (b) inspection contemplated in paragraph (a), to include the determination of the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices.
- (c) inspection result to be entered and signed in a record book which shall be kept on the premises for that purpose.
- (d) to be properly maintained and that the maintenance records in this regard are kept on site.

(a)

Batch plants

18.(1) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.

(2) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

(3) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are—

- (a) placed in an easily accessible position; and
- (b) constructed in such a manner as to prevent accidental starting.

(4) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

(5) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in subregulation (1).

(6) A contractor shall ensure that all persons authorised to operate the batch plant are fully—

- (a) aware of all the dangers involved in the operation thereof; and
- (b) conversant with the precautionary measures to be taken in the interest of health and safety.

(7) No person supervising or operating a batch plant shall authorise any other person to operate the plant, unless such person is competent to operate such machinery.

(8) A contractor shall ensure that all precautionary measures as stipulated for confined spaces in the General Safety Regulations promulgated by Government Notice No.R.1031 dated 30 May 1986, as amended, are adhered to when entering any silo.

(9) A contractor shall ensure that a record is kept of any repairs or maintenance to a batch plant and that it is made available, on site, to an inspector, client, client's agent or employee upon request.

(10) A contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations promulgated by Government Notice No.R.295 dated 26 February 1988, as amended;

(11) A contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations promulgated by Government Notice No.R. 2920 dated 23 October 1992, as amended.

Explosive powered tools

19.(1) No contractor shall use or permit any person to use an explosive powered tool, unless—

- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool will not function unless—
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

Provided that the provisions of this subregulation shall not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel.

(2) A contractor shall ensure that—

- (a) only cartridges suited for the explosive powered tool and the work to be performed are used;
- (b) the explosive powered tool is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed;
- (c) that the safety devices are in proper working order prior to use;
- (d) when not in use, the explosive powered tool and the cartridges are locked up in a safe place, which is inaccessible to unauthorised persons;
- (e) the explosive powered tool is not stored in a loaded condition;
- (f) a warning notice is displayed in a conspicuous manner wherever the explosive powered tool is used;
- (g) the issuing and collection of cartridges and nails or studs is—
 - (i) controlled and done in writing by a person having been appointed in writing; and
 - (ii) recorded in a register and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges;

(3) No contractor shall permit or require any person to use an explosive powered tool unless such person has been—

- (a) provided with and uses suitable protective equipment; and
- (b) trained in the operation, maintenance and use of such a tool.

Cranes

20. Notwithstanding the provisions of the Driven Machinery Regulations promulgated by Government Notice No.R.295 of 26 February 1988, as amended, a contractor shall ensure that where tower cranes are used—

- (a) account is taken of the effects of wind forces on the structure;
- (b) account is taken of the bearing capacity of the ground on which the tower crane is to stand;
- (c) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm and level;
- (d) the tower cranes are erected at a safe distance from excavations;

- (e) there is sufficient clear space available for erection, operation and dismantling;
- (f) the tower crane operators are competent to carry out the work safely; and
- (g) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.

Construction vehicles and mobile plant

21. (1) A contractor shall ensure that all construction vehicles and mobile plants—

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
 - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) have safe and suitable means of access;
- (f) are properly organised and controlled in any work situation by providing adequate signaling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (h) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (i) are equipped with an electrically operated acoustic signaling device and a reversing alarm; and
- (j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

(2) A Contractor shall furthermore ensure that—

- (a) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (b) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (c) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (d) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;

- (e) all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- (f) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (h) tools and material are secured in order to prevent movement when transported in the same compartment with employees;
- (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- (j) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

Electrical installations and machinery on construction sites

22. Notwithstanding the provisions contained in the Electrical Installation Regulations promulgated by Government Notice No.R.2920 of 23 October 1992 and the Electrical Machinery Regulations promulgated by Government Notice No. R.1593 of 12 August 1988, respectively, as amended, a contractor shall ensure that—

- (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (c) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- (d) all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and
- (e) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

Use and temporary storage of flammable liquids on construction sites

23. Notwithstanding the provisions for the use and storage of flammable liquids as determined in the General Safety Regulations promulgated by Government Notice No.R1031 dated 30 May 1986, as amended, a contractor shall ensure that—

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated-
 - (i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
 - (ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;

- (b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) flammable liquids on a construction site is stored in a well ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;
- (d) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs;
- (e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
- (f) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
- (g) where flammable liquids are decanted, the metal containers are bonded or earthed; and
- (h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

Water environments

24. (1) A contractor shall ensure that where construction work is done over or in close proximity to water, provision is made for—

- (a) preventing workers from falling into water; and
- (b) the rescuing of workers in danger of drowning.

(2) A contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

Housekeeping on construction sites

25. Notwithstanding the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No. R 2281 dated 16 October 1987, as amended, a contractor shall ensure that—

- (a) suitable housekeeping is continuously implemented on each construction site, including provisions for the—
 - (i) proper storage of materials and equipment; and
 - (ii) removal of scrap, waste and debris at appropriate intervals;
- (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (c) waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out regulation 12(6); and
- (d) construction sites in built-up areas, adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorised persons.
- (e) a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

Stacking and storage on construction sites

26. Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice No.R1031 dated 30 May 1986, as amended, a contractor shall ensure that—

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control.

Fire precautions on construction sites

27. Subject to the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No.R.2281 of 16 October 1987, as amended, every contractor shall ensure that—

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger—
 - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
 - (ii) there are no flames or similar means of ignition;
 - (iii) there are conspicuous notices prohibiting smoking;
 - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all—
 - (i) persons to be evacuated speedily without panic;

- (ii) persons to be accounted for, and
 - (iii) plant and processes to be shut down; and
- (m) a siren is installed and sounded in the event of a fire.

Construction welfare facilities

28. (1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No. R. 2362 of 5 October 1990, as amended, a contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:—

- (a) at least one shower facility for every 15 workers;
- (b) at least one sanitary facility for every 30 workers;
- (c) changing facilities for each sex; and
- (d) sheltered eating areas.

(2) A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

Approved inspection authorities

29. (1) The Chief Inspector may approve as an Inspection Authority any organisation that has been accredited in terms of the provision of the Act and these regulations.

(2) The Chief Inspector may at any time withdraw any approval of an approved inspection authority, subject to section 35 of the Act.

Offences and penalties

30. Any person who contravenes or fails to comply with any of the provisions of regulations 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, shall be guilty of an offence and liable upon conviction to a fine or to imprisonment for a maximum of 12 months and, in the case of a continuous offence, to an additional fine of R200 for each day on which the offence continues or additional imprisonment of one day for each day on which the offence continues: Provided that the period of such additional imprisonment shall not exceed 90 days.

Repeal of regulations

31. The following regulations are herewith repealed:

- (a) Regulations 11, 12, 13, 13C, 13D, 13E, 13F and 13G of the, General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986;
- (b) Regulations 19 and 20 of the, Driven Machinery Regulations promulgated by Government Notice No.R.295 of 26 February 1988; and
- (c) Regulations 14 of the, General Administrative Regulations promulgated by Government Notice No.R.1449 of 6 September 1996.

Short title

32. These regulations shall be known as the Construction Regulations, 2003.

ADDENDUM A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____

3. (a) Name and postal address of client:

(b) Name and tel no of client's contact person or agent:

4. (a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1). _____

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM B

Occupational Health and Safety Specification

PROJECT NAME:

**REPAIRS AND RENOVATION WORKS TO ICU UNIT
AT
JOB SHIMANKANE TABANE HOSPITAL, RUSTENBURG**

NORTH WEST PROVINCIAL GOVERNMENT
(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

Department of Health North West
New Office Park Building
Corner First Street and Sekame [Behind the Crossing Mall]
Mmabatho
2745

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ADDENDUMS:

- A) Pro-Forma Agreement In Terms Of Occupational Health And Safety Act 1993**
- B) Notification of Construction Work**

1. SCOPE

This specification details the health and safety requirement associated with the Works.

2. INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R 1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Construction work is defined as: Any work in connection with: -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.

3. GENERAL

3.1 Employer

3.1.1 The Employer will appoint the Contractor in writing for the execution of the works.

3.1.2 The Employer will take reasonable steps to ensure that the Contractor’s health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

- 3.1.3 The Employer or his Agent will stop the Contractor from executing construction work should the Contractor at any stage in the execution of the works:
- a) fail to implement or maintain his health and safety plan;
 - b) execute construction work which is not in accordance with his health and safety plan; or
 - c) act in any way which may pose a threat to the health and safety of persons.

3.2 Contractor

- 3.2.1 The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. ADDENDUM B of this Specification contains a "Notification of Construction Work" form. The Contractor shall submit the notification in writing prior to commencement of work.
- 3.2.2 The Contractor shall ensure that he is fully conversant with the requirements of this Specification. The specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Contractor in terms of this contract continue to be a legal requirement of the Contractor.
- 3.2.3 The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works.

- 3.2.4 The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- 3.2.5 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations.
- 3.2.6 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.
- 3.2.7 The Contractor shall ensure that a copy of his health and safety plan is available on request to the Employer, an Inspector, Employee or Sub-contractor.
- 3.2.8 The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Employer or Inspector upon request. Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the Employer.
- 3.2.9 The Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Contractor.

4. GENERAL REQUIREMENTS

4.1 Contractor's Construction Safety Officer

Before commencing work, the Contractor shall designate a competent construction safety officer (CSO) who shall be acceptable to the representative / agent to represent

and act for the Contractor. The Contractor shall inform the representative / agent in writing of the name and address of the Contractor's CSO and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CSO's authority to act for the Contractor. The Contractor's CSO shall make available to the Employer a telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

4.2 Log Books

The Contractor shall keep the following log books and shall make them available to the Representative/Agent on request:

4.2.1 A record of the names and addresses of its employees who are registered as trained fire-fighting personnel and who are available on site for fire-fighting duties.

4.2.2 A record of the weekly inspection of first aid boxes.

4.2.3 A record of the weekly inspections of ladders

4.2.4 A record of the weekly inspections of fire-fighting equipment.

4.2.5 A record of the monthly inspections of welding machines.

4.2.6 A record of the monthly inspections of oxy-acetylene equipment.

4.2.7 A record of the weekly inspections of scaffolding structures.

4.2.8 A record of the monthly inspections of builder's hoists.

4.2.9 A record of the monthly inspections of mobile and tower cranes.

4.2.10 A record of the monthly inspections of lifting gear.

4.2.11 A record of the inspections of electrical equipment.

4.2.13 A record of the weekly inspections of plant for gauging and mixing of materials for concrete.

4.3 First Aid

4.3.1 Safety Notice Board

The Contractor shall provide a safety notice board where safety notices, site

regulations concerning safe working practices and information on the nearest first

aid station, ambulance, doctor and telephone numbers of the CSO and other relevant persons can be conspicuously displayed to its entire staff. The size of the notice board shall be at least 600mm x 800mm.

4.3.2 First Aid Equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

4.3.3 Reporting of incidents and / or injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's Safety Officer or Site Representative to the Representative / agent by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the representative/ agent within twenty four (24) hours of the occurrence of the incident.

The representative/ agent shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the representative / agent with full facilities for carrying out such enquiries.

4.4 Risk Assessment and Safety Policy

Before commencing work the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and this shall form part of the health and safety plan.

A copy of the risk assessment shall be available on site at all times for inspection.

The Contractor shall at all times carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property. The Contractor shall

continually inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

4.5 Danger Areas

All danger areas shall be demarcated by the Contractor with appropriate tape and hazard notices to prevent unauthorized persons entering the danger area.

4.6 Hazard Notices

The Contractor shall display hazard notices in all areas identified in the risk assessment as potentially hazardous.

4.7 Personal Protective Clothing

The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard identified in the risk assessment.

4.7.1 Hard Hats

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The representative/ agent shall have the right to ban certain colours if they are similar to the employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

4.7.2 Eye Protection

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxyacetylene equipment or similar activities are taking place.

4.7.3 Hearing Protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

4.7.4 Foot Wear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

4.7.5 Gloves

All employees of the Contractor's shall wear suitable protective gloves in areas where appropriate hazard notices are displayed or when handling hot or hazardous materials or chemicals.

4.7.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

4.8 Road Traffic Ordinance / Transportation Act

4.8.1 The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and

shall produce the licence on request.

4.8.2 The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol or drugs.

4.8.3 All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

4.9 Overhead Power lines

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead power lines shall be observed by the Contractor at all times.

4.10 Machine Guarding

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

4.11 Concrete Mixing Equipment

No Contractor shall use or cause to be used any plant for the storage, gauging and mixing of materials for concrete unless:

- a) The aggregates of different nominal size are separately stored in such a way that segregation, intermixing of different materials and contamination by foreign matter is prevented.
- b) The storage area shall be protected from unauthorized entry by an adequate barrier. A safe and tidy approach shall be maintained to the aggregate storage area.
- c) The Contractor shall appoint operators skilled in the operation of the plant.
- d) On a weekly basis, the plant shall be inspected by a competent person. The inspections shall include a check of the calibration of all the measuring devices and

shall be recorded in a logbook, which shall be made available to the Representative/Agent on request.

4.12 Ladders

4.12.1 Every ladder shall be:

- a) Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders)
- b) Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.

4.12.2 Except for extension ladders, no ladder shall be used which is longer than 4,5m and no ladder shall have its reach extended by tying together two or more ladders.

4.12.3 All ladders shall be inspected weekly and a log shall be kept of the inspections.

4.13 Scaffold Framework

4.13.1 Scaffold standards shall be firmly supported and secured against displacement and shall be kept vertical.

4.13.2 No Contractor shall use, or cause to be used, any scaffold unless it is inspected by a competent person at least once a week and after inclement weather.

5. SPECIAL REQUIREMENTS

5.1 Excavation/Shoring

5.1.1 The Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

5.1.2 The face of an excavation shall not be undercut.

5.1.3 All excavations, irrespective of depth, shall be adequately screened off with barrier tape or some other suitable means of warning persons of a hazardous area. Where the depth of the excavation exceeds 2 m, a wooden or steel barrier shall also be erected around the excavation, particularly at the end of the working shift and at the start of weekends and holidays to prevent persons from falling into the excavations.

5.1.4 No construction materials shall be allowed to fall into an excavation. A safe and tidy approach shall be maintained around all excavations.

5.1.5 Adequate shoring, according to the recommendations of SABS 1200, Section D, 1988, shall be provided in the excavation by the Contractor when necessary. The shoring shall be approved by the Representative/Agent before excavation work continues.

5.2 Formwork and Support Work

The Contractor shall ensure that:

- a) All formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose.
- b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
- c) the foundation conditions are and remain suitable to withstand the load caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure are stable;
- d) all formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after, the placement of concrete of any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on the site of the Works; and
- e) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own load, but also any imposed loads, and not removed until authorization has been given by the competent person contemplated in sub-paragraph (a).

5.3 Prevention of Uncontrolled Collapse

The Contractor shall ensure that -:

- a) All reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying of construction work; and
- b) no structure or part of a structure is loaded in a manner that would render it unsafe.

5.4 Safe Working Loads

The Contractor shall ensure that:-

- a) the safe working loads of hoists, load- bearing beams and cranes are prominently displayed at all times,
- b) the safe working loads are not exceeded under any circumstances,
- c) all lifting gear is marked with a unique identity number and recorded in a register.

5.5 Electrical Equipment and Procedures Used by the Contractor

5.5.1 All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor, and the inspections shall be logged. The frequency of inspections shall be determined by the Representative/agent. A record of the inspections shall be kept and shall be made available to the Representative/agent on request.

5.5.2 The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements.

5.5.3 All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

5.6 Commissioning Safety Precautions

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/ machinery disengaged until the work or repairs have been completed.

5.7 Toxic Materials

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

5.8 Hazardous Chemicals and Materials

- a) The Contractor shall provide suitable adequate protective equipment when working in an area where hazardous chemicals and materials are being used.
- b) The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of the fire fighting equipment, safety showers/ baths and other washing facilities, prior to the commencement of work.

5.9 Indemnity of Employer and his Agents

- a) The ADDENDUM to this Contract Document contain a “Mandatory Form of Authority and Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act, No,85 of 1993 which agreement shall be entire into and duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor’s health and safety plan.
- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the representative /agent including lack of disapproval shall not relieve the Contractor from any responsibility he has under the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non- compliance.

ADDENDUM “A”

PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- (e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.
- (f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: 1) : _____ 2) : _____

For the Contractor: _____ Date: _____

Witnesses: 1) : _____ 2) : _____

ADDENDUM “B”

NOTIFICATION OF CONSTRUCTION WORK

NOTIFICATION OF CONSTRUCTION WORK
(Regulation 3 of the Construction Regulations, 2003)

1. CONTRACTOR

1.1 Name and postal address of Contractor :

1.2 Name and telephone number of Contractor's contact person :

1.3 Contractor's compensation registration number :

1.4 Name and telephone number of Contractor's Construction Supervisor :

1.5 Physical address of the construction site or site office:

1.5 Estimated number of persons on the construction site :

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor :

2. EMPLOYER

2.1 Name and postal address of Employer :

2.2 Name and telephone number of Employer's Principal Agent:

3. DESIGN CONSULTANTS

3.1 Name and postal address of design consultants:

3.1.1 Construction project managers:

3.1.2 Architects:

3.1.3 Structural engineer :

3.1.4 Electrical engineer:

3.1.5 Mechanical engineer :

3.1.6 Civil engineer :

3.1.7 Security engineer :

3.1.8 Other (if any) :

3.2 Name and telephone number of design consultant's contact person :

3.2.1 Construction project managers :

3.2.2 Architects :

3.2.3 Structural engineer :

3.2.4 Electrical engineer :

3.2.5 Mechanical engineer :

3.2.6 Civil engineer :

3.2.7 Security engineer :

3.2.8 Other (if any) :

4. THE WORKS

Nature of the works :

Commencement date :

Completion date :

Contractor: _____ Date: _____

Employer: _____ Date: _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM C

Environmental Management Plan

ENVIRONMENTAL MANAGEMENT PLAN – NOT APPLICABLE

ADDENDUM D

Pro-forma Contract between Contractors and Workers

SPECIAL PUBLIC WORKS PROGRAMMES

CONTRACT OF EMPLOYMENT BETWEEN

CONTRACTOR

Name:
Address:
ID:

AND

WORKER

Name:
Details
ID:

I am pleased to confirm that you have been appointed to work on a task based employment contract within a Special Public Works Programme (SPWP) project. Within this contract you will undertake numerous groups of tasks.

This contract must be read in conjunction with the standard terms and conditions of employment on SPWP attached.

The project where will be employed is located at

The contract will start on

You must be aware that this contract is a limited term contract and not a permanent job. The contract may be terminated for one of the following reasons:

- a) If the contractor does not get additional contracts from the SPWP.
- b) Funding for the programme in your area comes to an end.
- c) You repeatedly do not perform in terms of the tasks set out in your work programme.

6 You will be employed as a within the team.

7 While you are working you will report to

8 Payment

- a) You will be paid a fixed amount of R..... for completing a fixed amount of work.
- b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.
- c) You will only be paid for work completed.
- d) You will be paid the amount for the number of days quoted in the contract even if you finish the work before the time or after the estimated date of completion.
- e) A contractor must pay you the production bonus (the extra days if the work is finished early) if you have completed your share of tasks.
- f) The contractor will be paid within 30 days after the work is completed. You will be paid within 5 days of the contractor being paid.

9 In addition to the conditions above all the terms and conditions of employment on SPWP apply to your employment. If you breach any of these terms your contract may be terminated.

10 Signatures:

Signed on this day of 2000

Contractor: Date:

Worker: Date.

Witness: Date:

ADDENDUM E

Pro-forma Attendance Register

EXPANDED PUBLIC WORKS PROGRAMME - POVERTY RELIEF PROJECT			
CONTRACTOR'S PERSON-DAYS, TRAINING AND ATTENDANCE REGISTER			
PARK:		MONTH:	
PROJECT:		CONTRACTOR:	

[illegible]

CODE	CATEGORY
W = WORKING (PAID)	SC = SUPERVISOR / CONTRACTOR
I = ABSENT INJURED / SICK	SW = SKILLED WORKER
X = ABSENT / SENT HOME (UNPAID)	SS = SEMI SKILLED
T = OFF-SITE TRAINING (PAID 100%)	CL = CLERICAL
	UL = UNSKILLED LABOURER

CONTRACTOR	SIGNATURE	DATE
PROJECT MANAGER	SIGNATURE	DATE

ADDENDUM F

Contract Person Days Calculation Format

CONTRACT MAN / DAYS CALCULATION FORMAT

This calculation must be in accordance with the attached Special Public Works Programme (SPWP) (ADDENDUM G).

The labour value of the contract must be equal to a minimum of 30% of your contract tendered sum.

You will be allowed to use the following values in order to calculate the minimum Man / day requirements: (In Lieu of the R35-00 minimum labour rate per day as specified)

80% General Labour at R100-00 per day
10% Skilled Labour at R120-00 per day
10% Supervisory Labour at R300-00 per day

The Man / days will be calculated as follows:

30% of the Contract sum = Minimum Labour Value.

a) **General Labour**

80% of Labour value divided by R100-00 per day = Labour Man / days.

b) **Skilled Labour**

10% of Labour value divided by R120-00 per day = Skilled Man / days.

c) **Supervisory Labour**

10% of Labour value divided by R300-00 per day = Supervisory Man / days.

d) **Total Man / days**

Total Man / days for the duration of the contract = a + b + c

Example

Say your tender sum equal R1,000,000-00

R1,000,000-00 x 30% = R300,000-00 (Minimum Labour Value)

a)	Labour R300,000-00 x 80% / R100-00 =	2400 Labour Man / days
b)	Skilled R300,000-00 x 10% / R120-00 =	200 Skilled Man / days
c)	Supervisory R300,000-00 x 10% / R300 =	100 Supervisory Man / days.
	Total Man / days	2700 Man / days

ADDENDUM G

Contractor's monthly report format

CONTRACTOR'S MONTHLY REPORT

Part 1

MTB number:	
Project name:	
Project description:	
Contract number:	
Name of Contractor:	
Payment certificate number:	
For month ending:	
Date of report:	

The Contractor's monthly report comprises an integral part of the Contractor's payment certificate and must be submitted together with the payment claim. The payment certificate will not be processed without this signed report, i.e. "NO REPORT – NO PAYMENT".

Attachments:

Part 2: Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project

Part 3: Weekly Task Wage Register

Part 4: Local Labour Schedule

Part 4

LOCAL LABOUR AND SUPPLIER SCHEDULE

1. Summary of day tasks worked and amount spent on local labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked <i>Total of 3(A) from Part 3 for each week</i>	Total Amount Paid <i>Total of 3(B) from Part 3 for each week</i>
1			
2			
3			
4			
5			
Total this month			

2. Summary of amount spent on local labour to date

1. Previous amount spent on local labour (from previous claim)	R
2. Amount spent on local labour this month (from total above)	R
3. Total amount spent on local labour to date (3.)=(1.+2.)	R

3. Local labour schedule

Summary of Local Labour Employed <i>Refer to Part 2</i>	Number of local workers who worked on the project to date	% of Total
1. Total number of individual local workers who have worked on the project		100%
2. Number of local youth (35 yrs and under) (columns B plus D)		
3. Number of local women (columns A plus B)		

4. Summary of amount spent on local suppliers to date

1. Previous amount spent on local suppliers (from previous claim)	R
2. Amount spent on local suppliers this month (from total above)	R
3. Total amount spent on local suppliers to date (3.)=(1.+2.)	R

Completed by:

.....
signed

.....
initials and surname

.....
capacity

.....
date

ADDENDUM H

Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme

ADDENDUM I

Drawings